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21 **UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

22 DISH NETWORK L.L.C.,

23 Plaintiff,

24 v.

25 JADOO TV, INC. et al.,

26 Defendants.

27 Case No. 2:18-cv-9768-FMO (KSx)

28 DISCOVERY MATTER

**L.R. 37-2 JOINT STIPULATION RE:
DISH NETWORK L.L.C.'S
MOTION TO COMPEL JADOO TV,
INC.'S PRODUCTION OF
DOCUMENTS**

Date: February 26, 2020

Time: 10:00 AM

Honorable Karen L. Stevenson

Discovery Cut-Off: February 7, 2020

Pre-Trial Conference: August 7, 2020

Trial Date: August 25, 2020

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1 Plaintiff DISH Network L.L.C. (“DISH”) and Defendant Jadoo TV, Inc.
2 (“JadooTV”) submit this L.R. 37-2 Joint Stipulation Re: DISH’s Motion to Compel
3 JadooTV’s Production of Documents (the “Motion”).

4 **I. INTRODUCTORY STATEMENTS**

5 **A. Introductory Statements by DISH**

6 **1. DISH’s Statement of Issues**

7 i. Whether JadooTV should be compelled to produce all non-
8 privileged documents concerning uses of eMedia¹ from January
9 2014 to present, following its limited production of only 12
10 documents concerning eMedia.

11 ii. Whether JadooTV should be compelled to produce all non-
12 privileged documents concerning the design, structure, or
13 operation of eMedia from January 2014 to present, following its
14 limited production of only 12 documents concerning eMedia.

15 iii. Whether JadooTV should be compelled to produce all non-
16 privileged documents that it agreed to produce, and supplement
17 its written responses to identify whether it has produced all
18 documents, any limitations to the production, or that there are not
19 any documents.

20 iv. Whether JadooTV should be ordered to pay DISH’s attorney’s
21 fees and costs related to this Motion.

22 **2. DISH’s Statement of Facts**

23 This Motion follows more than ten hours of telephone conferences between
24 the parties, two pre-motion conferences with the Court, and several hearings and meet
25

26 ¹ JadooTV sold Jadoo branded boxes and apps that included software called eMedia.
27 DISH alleges that the eMedia software was designed by JadooTV to enable its users
28 in the United States to access channels in which DISH holds exclusive rights.
Documents concerning eMedia are the most relevant documents in this case.

1 and confers pursuant to the direction of the bankruptcy judge presiding over
2 JadooTV’s bankruptcy case, wherein JadooTV agreed to produce certain documents
3 in response to DISH’s Request for Production of Documents (the “Requests”), failed
4 to produce those documents, and failed to supplement its written responses. DISH’s
5 motion to compel was originally filed on May 24, 2019 (Dkt. 75). However,
6 JadooTV filed a Chapter 11 bankruptcy petition on May 31, 2019, staying the motion
7 to compel as to JadooTV. (*See* Dkts. 78, 96 at 1-2.) The Court granted DISH’s
8 motion to compel as to JadooTV’s CEO, Sajid Sohail (“Sohail), on August 14, 2019.
9 (Dkt. 96.) Sohail failed to produce any documents, claiming all such documents were
10 in the possession, custody, and control of JadooTV. (*See* Dkt. 115-2 at 16-80.) The
11 bankruptcy court lifted the automatic stay as to JadooTV on January 14, 2020. DISH
12 now files this Motion to compel JadooTV to produce the documents sought in
13 DISH’s prior motion to compel (Dkt. 75).

14 Pursuant to the direction of the bankruptcy judge, JadooTV produced 3,015
15 pages of documents, most of which are irrelevant and non-responsive to any of
16 DISH’s Requests. JadooTV only produced 12 documents concerning eMedia, and
17 only 4 of those documents were from the time period prior to DISH’s filing of its
18 Complaint on November 20, 2018. JadooTV’s document production is noticeably
19 incomplete because it only includes documents from three custodians. JadooTV
20 failed to produce any documents from Defendant Haseeb Shah’s (“Shah”) JadooTV
21 email account, or any documents from 34 other custodians with JadooTV email
22 accounts. JadooTV also failed to supplement its written responses to identify
23 whether it has produced all documents, any limitations to JadooTV’s production, or
24 that there are not any documents in JadooTV’s possession, custody, or control.

25 JadooTV should be ordered to produce all non-privileged documents
26 concerning the use, design, structure, and operation of eMedia. (Requests 71 and
27 73.) JadooTV should also be ordered to produce all non-privileged documents that
28 it agreed to produce in response to DISH’s other Requests. (Requests 1-3, 6-7, 14-

1 21, 23-28, 32, 34-41, 44-46, 48, 50-53, 55, 57-65, 68-70, 72, 74-81, 83, 85-86, 89-
2 103, 105, and 111-112.) JadooTV should also be ordered to produce all such
3 responsive documents from Defendant Shah’s JadooTV email account, the 34 other
4 custodians with JadooTV email accounts, and the three custodians in which JadooTV
5 produced some documents. JadooTV should also be ordered to provide supplemental
6 written responses stating whether JadooTV has produced all documents, any
7 limitations to JadooTV’s production, or that there are not any responsive documents
8 in JadooTV’s possession, custody, or control. JadooTV should further be ordered to
9 pay DISH’s attorney’s fees and costs related to this Motion.

10 **3. Legal Standard**

11 “A party can discover any nonprivileged information which is relevant to the
12 claims or defenses of any other party.” *In re Dockers Roundtrip Airfare Promotion*
13 *Sales Practices Litig.*, No. CV 09-2847 CAS (FMOx), 2010 WL 11515318, at *6
14 (C.D. Cal. Aug. 1, 2010) (Olguin, J.), citing Fed. R. Civ. P. 26(b)(1). “Relevant
15 information does not have to be admissible so long as it appears calculated to lead to
16 the discovery of admissible evidence.” *Id.*

17 “Relevancy is broadly construed, and a request for discovery should be
18 considered relevant if there is any possibility that the information sought may be
19 relevant to the claim or defense of any party.” *Id.* “A request for discovery should
20 be allowed unless it is clear that the information sought can have not possible bearing
21 on the claim or defense of a party.” *Id.* This broad right of discovery is based on the
22 general principle that litigants have a right to “every man’s evidence,” and that wide
23 access to relevant facts serves the integrity and fairness of the judicial process by
24 promoting the search for the truth. *Shoen v. Shoen*, 5 F.3d 1289, 1292 (9th Cir. 1993)
25 (internal citations omitted). “The party who resists discovery has the burden to show
26 discovery should not be allowed, and has the burden of clarifying, explaining, and
27 supporting its objections.” *Keith H. v. Long Beach Unified Sch. Dist.*, 228 F.R.D.
28 652, 655-56 (C.D. Cal. 2005); *In re Dockers*, 2010 WL 11515318, at *6.

1 **B. Introductory Statements by JadooTV**

2 DISH originally filed this motion to compel on May 24, 2019, and at that
3 time, JadooTV stated that this motion to compel would be pointless because
4 JadooTV was about to file for bankruptcy, which would stay the case. And this case
5 was indeed stayed due to JadooTV's bankruptcy filing.

6 On May 31, 2019, JadooTV commenced voluntary cases under Chapter 11 of
7 the Bankruptcy in the United States Bankruptcy Court for the Northern District of
8 California, *In Re JadooTV, Inc.*, Case No. 19-41283 ("Bankruptcy Matter"), and
9 Judge William Lafferty presided, and continues to preside, over this Bankruptcy
10 Matter. On May 31, 2019, JadooTV filed a Notice of Suggestion of Bankruptcy in
11 the present case (Dkt. 78), which operated to stay these civil proceedings.

12 During the pendency of the Bankruptcy Matter, Judge Lafferty worked with
13 DISH and JadooTV to allow limited discovery to take place during the stay. In
14 allowing some discovery, Judge Lafferty stated that he was helping the parties
15 to find a "middle ground" wherein JadooTV could respond to DISH's requests for
16 production "with less effort than normally is required in discovery, which is a big
17 deal. Prettytime-intensive and pretty time sinkish (ph.)." At Judge Lafferty's
18 guidance and direction, JadooTV produced 3,015 pages of documents to DISH
19 during the stay, and these documents were produced in the following categories,
20 which were agreed-upon by both DISH and JadooTV:

21 **1. eMedia Documents**

22 JadooTV agreed to produce all eMedia documents in its custody and control
23 from eight custodians proposed by DISH. These custodians were Sajid Sohail,
24 Faisal Abdullah, Ahsan Salahuddin, Omar Abawi, Anwar Farooqi, Mohsin
25 Salahuddin, Arsalan Salahuddin, and, in DISH's words, "a joint customer support
26 email account."

27 During the stay, JadooTV produced all eMedia documents in its custody and
28 control from the eight custodians.

1 **2. Sales and Financial Documents**

2 JadooTV agreed to produce the sales and financial documents in its custody
3 and control sought by DISH. JadooTV has produced all such documents in its
4 custody and control.

5 **3. South Asian Super Pac (“SASP”) Documents**

6 JadooTV agreed to produce, and produced, documents regarding SASP,
7 including any documents related to JadooTV’s customer service chat logs,
8 recordings, and call notes concerning SASP, Protected Channels, or Protected
9 Channel VOD.

10 Ultimately, JadooTV was not able to file a plan for reorganization during the
11 Bankruptcy Matter, and both JadooTV and DISH agreed to lift the stay on this case,
12 with an effective lifting of the stay as of January 14, 2020. As such, the stay was
13 lifted in this matter just recently on January 14, 2020. Because the stay was just
14 recently been lifted, DISH’s motion to compel is not only premature but unfounded.
15 But in any event, JadooTV has already produced more than 3,000 documents,
16 showing its cooperation with DISH in responding to discovery requests. Now that
17 the stay has been lifted, JadooTV will continue to work with DISH in responding to
18 valid discovery requests. Thus, this motion to compel is extremely premature as
19 JadooTV should be allowed some time to produce discovery not previously agreed
20 to during the Bankruptcy Matter. Moreover, for all the items below indicated by
21 DISH as “Meet and Confer Agreements,” these were agreements by JadooTV’s
22 previous counsel, not JadooTV’s current counsel, and the “agreements”
23 mischaracterize JadooTV’s positions.

24 Moreover, the motion to compel should not be heard until the Court
25 determines whether to transfer this case to the Northern District of California. On
26 January 15, 2020, JadooTV filed a motion to transfer venue to the Northern District
27 of California. Docket No. 127. The basis for this motion to transfer venue is the
28 same basis noted by the Court in an earlier order to show cause questioning why

1 venue is proper in the Central District of California. Docket No. 79.² Additionally,
2 DISH has a case with similar allegations filed against JadooTV in the Northern
3 District of California, and the gravamen of DISH's allegations in that case are
4 similar to the case here. For the sake of fairness and judiciary efficiency, this case
5 should be litigated in the Northern District, where it can then either be related or
6 consolidated with the Patent case. Thus, JadooTV believes that this motion to
7 compel should not be filed until the Court decides whether this case is transferred to
8 the Northern District of California.

9 As such, the Court should deny DISH's motion to compel.

10 **II. DISPUTED REQUESTS FOR PRODUCTION**

11 **A. Requests Regarding the Use, Design, Structure, and Operation of eMedia**
12 **Request No. 71:** All documents concerning actual or potential uses of each
13 iteration of eMedia at any time.

14 **Response to Request No. 71:** Jadoo Defendants incorporate by reference
15 each of the General Objections set forth above. Jadoo Defendants object to the
16 request on the grounds that it seeks documents beyond the scope of permissible
17 discovery, not relevant to any party's claims or defenses, and not proportional to the
18 needs of the case. For example, the request could be read as seeking every document
19 detailing any functionality of eMedia, regardless of any relevance to the present
20 litigation. Jadoo Defendants further object to the request as overbroad and unduly
21 burdensome to the extent that it seeks “[a]ll documents concerning actual or potential
22 uses of each iteration of eMedia” without any limit as to time period. Jadoo

24 ² (“Additionally, venue appears proper in this District only as to defendant East West. (See Dkt. 1, Complaint at ¶
15); Brayton Purcell LLP v. Recordon & Recordon, 606 F.3d 1124, 1128 (9th Cir. 2010) (Venue under 28 U.S.C. §
25 1400 is proper “in any judicial district in which the defendant would be amenable to personal jurisdiction if the
26 district were a separate state.”) (internal quotation marks omitted). But the bulk of plaintiff's factual allegations
27 concern Jadoo TV, not defendant East West. (Compare Complaint at ¶¶ 21-53 with id. at ¶¶ 57-62); see also A&M
28 Records, Inc. v. Napster, Inc., 239 F.3d 1004, 1013 n. 2 (9th Cir. 2001) (“Secondary liability for copyright
infringement does not exist in the absence of direct infringement by a third party.”). Based on the foregoing, IT IS
ORDERED THAT no later than June 20, 2019, plaintiff shall show cause in writing why this action should not be
dismissed or transferred for improper venue.”)

1 Defendants further object to the request to the extent it seeks confidential business
2 information, trade secrets or competitively or technically sensitive information.
3 Jadoo Defendants further object to the term “actual or potential uses” as vague and
4 ambiguous in the context of the request. Jadoo Defendants further object to the
5 request to the extent it seeks documents protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the accountant-client privilege,
7 common-interest privilege, or similar privileges or protections.

8 Subject to and without waiving any of their objections, Jadoo Defendants
9 respond as follows: Jadoo Defendants will meet and confer with DISH to address
10 how this Request may be limited and/or clarified to (i) seek documents that are
11 relevant to the claims or defenses in this litigation and proportional to the needs of
12 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

13 **Request No. 73:** All documents concerning the design, structure, or operation
14 of each iteration of eMedia at any time.

15 **Response to Request No. 73:** Jadoo Defendants incorporate by reference
16 each of the General Objections set forth above. Jadoo Defendants object to the
17 request on the grounds that it seeks documents beyond the scope of permissible
18 discovery, not relevant to any party’s claims or defenses, and not proportional to the
19 needs of the case. For example, the request purports to seek every document
20 regarding the functionality of eMedia, regardless of any relevance to the present
21 litigation. Jadoo Defendants further object to the request as overbroad and unduly
22 burdensome to the extent that it seeks “[a]ll documents concerning the design,
23 structure, or operation of each iteration of eMedia” without any limits as to time
24 period. Jadoo Defendants further object to the request to the extent it seeks
25 confidential business information, trade secrets or competitively or technically
26 sensitive information. Jadoo Defendants further object to the request to the extent it
27 seeks documents protected from disclosure by the attorney-client privilege, the
28

1 attorney work product doctrine, the accountant-client privilege, common-interest
2 privilege, or similar privileges or protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants
4 respond as follows: Jadoo Defendants will meet and confer with DISH to address
5 how this Request may be limited and/or clarified to (i) seek documents that are
6 relevant to the claims or defenses in this litigation and proportional to the needs of
7 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

8 **1. DISH's Position**

9 DISH's copyright infringement claims directly relate to JadooTV's eMedia
10 software application ("eMedia"), which allows users to access DISH's television
11 channels without authorization ("Protected Channels").³ (Dkt. 1 ¶¶ 2-3, 26-29, 31-
12 32, 34-43, 59, 61, 73-85.) JadooTV is alleged to have designed and operated eMedia
13 for purposes of infringement, and DISH seeks all documents, including JadooTV's
14 communications, concerning the use, design, structure, and operation of eMedia.
15 (*Id.*) JadooTV's Regional Sales Manager testified that he has not used eMedia for
16 any purpose other than accessing additional channels, additional video on demand
17 ("VOD"), and additional movies. (Declaration of Stephen M. Ferguson [Ferguson
18 Decl.] ¶ 13; Ex. 12, Farooqi Dep. at 113:8-114:11.) Providing Jadoo users access to
19 additional channels and VOD that JadooTV does not have rights to provide is the
20 basis of DISH's copyright infringement claims. (Dkt. 1 ¶ 26 ("an 'eMedia' menu
21 that displays the channel logos of the additional channels in the SASP, including the
22 Protected Channels that JadooTV does not have rights to publicly perform in the
23 United States"); Dkt. 1 ¶¶ 48, 50 (VOD).) Documents concerning the use, design,
24 structure, and operation of eMedia are the most relevant documents in this case.⁴

25
26 ³ The term eMedia is used 35 times in DISH's Complaint and concerns about 33 of
27 93 paragraphs. (See Dkt. 1.)

28 ⁴ Twenty-five of DISH's Requests specifically sought documents concerning
eMedia. (Ferguson Decl. ¶¶ 4, 6; Exs. 3, 5 (Requests 3, 12, 14-16, 19, 21-22, 32, 35,

Without any support, and prior to gathering and producing any documents, JadooTV generally objected that these requests for eMedia documents were overly broad, unduly burdensome, and disproportionate to the needs of the litigation. (Ferguson Decl. ¶¶ 5, 13; Ex. 4 (Resp. to Requests 71, 73; Ex. 12, Farooqi Dep. at 98:21-99:6 (JadooTV instructed its Regional Sales Manager not to testify as to whether he had searched his email for the term eMedia), 104:18-19 (JadooTV had not collected its Regional Sales Manager's emails).) Based on these general objections, JadooTV limited its production of eMedia documents to 8 custodians.⁵ (*Id.* ¶¶ 11, 15; Ex. 10, Dkt. 64; Ex. 14, Bankr. Dkt. 207 at 2:13-23.) JadooTV then claimed that one of the custodians it had identified, "a joint customer support email account" did not exist, and "[w]ith regard to the other [7] custodians, JadooTV has produced all eMedia documents in its custody and control." (*Id.* ¶ 15, Ex. 14 at 2:13-23.) However, JadooTV failed to supplement its written responses to these Requests to state the limitations of its production and that all such documents had been produced. (*Id.* ¶¶ 5, 16; Ex. 16 at 4.)

JadooTV has only produced 12 documents concerning eMedia, excluding DISH's notices of infringement and JadooTV's responses. (*Id.* ¶ 16; Ex. 16 at 2-3.) And only 4 of those 12 eMedia documents were from the relevant time period prior to DISH's filing of this copyright action on November 20, 2018. (*Id.*) More troubling is that JadooTV has only produced documents from three of the eight custodians in

37, 41, 46, 66-75, 81, 105).) JadooTV's written responses to these Requests include general objections and a refusal to produce any documents concerning eMedia. (*Id.* ¶¶ 5, 7; Exs. 4, 6.)

⁵ The "8 custodians" referenced throughout this Motion include: Sohail, Faisal Abdullah, Ahsan Salahuddin, Omar Abawi, Anwar Farooqi, Mohsin Salahuddin, Arsalan Salahuddin, and a joint customer support email account. (Ferguson Decl. ¶¶ 11, 15; Ex. 10; Ex. 14 at 2:13-23.)

1 which JadooTV agreed to produce eMedia documents.⁶ (*Id.* ¶¶ 15-16; Ex. 14 at 2:13-
2 23; Ex. 16 at 2.) And DISH recently discovered that Defendant Shah has a JadooTV
3 email account, and that there are 34 other custodians with JadooTV email accounts
4 that are likely to have documents responsive to DISH's Requests.⁷ (*Id.* ¶ 16; Ex. 16
5 at 1-2.)

6 JadooTV's production of only 12 eMedia documents establishes that all the
7 requested documents concerning the use, design, structure, or operation of eMedia
8 are not overly broad, unduly burdensome, and disproportionate to the needs of the
9 litigation. Gathering and searching the email pst files of each of these JadooTV
10 custodians for the term eMedia is not an undue burden, especially since JadooTV's
11 eMedia software is at the heart of this case. Defendants' failure and refusal to
12 produce these documents is unreasonable and deserving of sanctions because District
13 Judge Fernando Olguin has set a fact discovery deadline of February 7, 2019, and
14 directed the parties "**to conduct any necessary discovery as soon as possible, as**
15 **the court is not inclined to grant any extensions of the discovery or other case-**
16 **related deadlines.**" (Ferguson Decl. ¶¶ 2-3; Ex. 1, Dkt. 50 at 2:15-17 (emphasis in
17 the original); Ex. 2, Dkt. 120 at 1:19-20.) JadooTV's discovery abuses are making it
18 impossible for DISH to complete fact discovery in this case by the Court's deadline.
19

20
21 ⁶ JadooTV has only produced documents from the email accounts of Sohail, Ahsan
22 Salahuddin, and Omar Abawi. (*Id.* ¶ 16; Ex. 16 at 2.)

23 ⁷ JadooTV has not produced documents from the email accounts of Shah,
24 *nocoperations@jadootv.com*, *support@jadootv.com*, *adnoc@jadootv.com*, Awais
25 Malik, Faisal Aftab, Faisal Abdullah, Sadia Sohail, Sonya Sohail, Rick Bottomley,
26 Samir Sohail, Anwar Farooqi, Mohsin Salahuddin, Arsalan Salahuddin, Pankaj
27 Bhushan, Sheraz Hassan, Fred Missaghi, Umer Amin, Javad Ahmadi, Roya
28 Mahmoodzadeh, Faisal Mehmood, Wasif Hafeez, Nasir Javed, Faizan Hameed, Arif
Hussain, Asim Raiz, Adeel Haroon, Asim Raiz, Usama Shafique, Hafiz Fiaz, Ali
Raza, Farhan Malik, Jawad Raja, Sumit Ahuja, and Salahud Din. (Ferguson Decl. ¶
16; Ex. 16 at 1-2.)

1 JadooTV's refusal to fulfill its discovery obligations and refusal to gather and
2 produce highly relevant documents concerning the use, design, structure, and
3 operation of eMedia, with no support for its general overbroad and unduly
4 burdensome objections, is improper and is prejudicing DISH's ability to complete
5 fact discovery by the Court's deadline. *See In re Dockers*, 2010 WL 11515318 at *6
6 (finding requests relevant and rejecting general overbroad and unduly burdensome
7 objections in which the defendants failed to establish a basis at the time they asserted
8 their objection and defendants failed to submit declarations establishing the nature of
9 the burden); *Ramirez v. Cty. of Los Angeles*, 231 F.R.D. 407, 409 (C.D. Cal. 2005)
10 (Olguin, J.) ("[I]t is well-settled that all grounds for objection must be stated with
11 specificity. . . [m]ost of defendants' objections are too general to merit consideration
12 and are therefore waived.")

13 JadooTV should be ordered to gather and produce all non-privileged
14 documents concerning the use, design, structure, and operation of eMedia from
15 January 2014 to present, within 7 days of the Court's Order. (Requests 71 and 73.)
16 This should include JadooTV's production of all such documents from Defendant
17 Shah's JadooTV email account, the 34 other custodians with JadooTV email
18 accounts, and the three custodians in which JadooTV has produced some documents.
19 JadooTV should also be ordered to provide supplemental written responses to these
20 Requests stating any limitations to JadooTV's production and that JadooTV has
21 produced all documents in JadooTV's possession, custody, or control.

22 **2. JadooTV's Position**

23 DISH's motion to compel should be denied without prejudice for the reasons
24 set forth above in JadooTV's introductory section. As explained in the introductory
25 section, JadooTV has already produced more than 3,000 documents for the
26 categories agreed-upon by JadooTV and DISH's counsel. Moreover, as stated in the
27 Motion to Compel, this motion to compel is premature since the stay in this case
28 was lifted less than two weeks ago, and the parties should be allowed to continue

1 discovery proceedings in a newly re-opened case before burdening the Court with a
2 motion to compel. Moreover, this motion to compel should not be filed until the
3 Court decides whether it will transfer this case to the Northern District of California
4 where venue is more appropriate.

5 As stated above, JadooTV has already produced eMedia documents in its
6 custody and control from the eight custodians identified by JadooTV: Sajid Sohail,
7 Faisal Abdullah, Ahsan Salahuddin, Omar Abawi, Anwar Farooqi, Mohsin
8 Salahuddin, Arsalan Salahuddin, and, in DISH's words, "a joint customer support
9 email account." As JadooTV explained to DISH during the Bankruptcy Matter,
10 JadooTV produced all documents from the eMedia category, and if DISH did not
11 see documents in the production from custodians identified by DISH, it is because
12 JadooTV does not have such documents in its custody or control. Although DISH
13 complains that JadooTV did not produce all documents from the custodians,
14 JadooTV does not have documents in its custody and control from all of the
15 custodians. Specifically, JadooTV does not have any documents in its custody and
16 control from these custodians: Faisal Abdullah, Anwar Farooqi, Mohsin
17 Salahuddin, Arsalan Salahuddin, and is not aware of "a joint customer support
18 email account."

19

20 **B. Requests in which JadooTV Agreed to Produce Documents, but has not
21 Produced or Supplemented its Responses⁸**

22 **1. Request No. 1:** Documents sufficient to identify all owners of JadooTV
23 and their percentage of ownership.

24

25 ⁸ Pursuant to L.R. 37-2.1, DISH's Requests and JadooTV's responses are set forth
26 verbatim. DISH's Requests, JadooTV's responses, DISH's follow up meet and
27 confer letter and bankruptcy court filings concerning JadooTV's document
28 production, including JadooTV's agreements during telephonic meet and confers are
attached to the accompanying Ferguson Declaration as Exhibits 3-7, 13-14. JadooTV
did not respond to DISH's follow up meet and confer letter and JadooTV has not
served amended responses to DISH's Requests. (Ferguson Decl. ¶¶ 5, 7-8.)

1 **Response to Request No. 1:** Jadoo Defendants incorporate by reference each
2 of the General Objections set forth above. Jadoo Defendants object to the request on
3 the grounds that it seeks documents beyond the scope of permissible discovery, not
4 relevant to any party's claims or defenses, and not proportional to the needs of the
5 case. For example, the request purports to seek information about every owner of
6 JadooTV, regardless of any relevance to the present litigation.

7 Subject to and without waiving any of their objections, Jadoo Defendants
8 respond as follows: Jadoo Defendants will meet and confer with DISH to address
9 how this Request may be limited and/or clarified to (i) seek documents that are
10 relevant to the claims or defenses in this litigation and proportional to the needs of
11 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

12 **JadooTV's Meet and Confer Agreements for Request No. 1:**

13 JadooTV agreed to produce documents sufficient to identify all its owners.
14 (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 3; Ex. 13, Bankr. Dkt. 201 at 4:1-6.)

15 **Request No. 2:** Documents sufficient to identify all current and former
16 officers and directors of JadooTV.

17 **Response to Request No. 2:** Jadoo Defendants incorporate by reference each
18 of the General Objections set forth above. Jadoo Defendants object to the request on
19 the grounds that it seeks documents beyond the scope of permissible discovery, not
20 relevant to any party's claims or defenses, and not proportional to the needs of the
21 case. For example, the request purports to seek information about every current and
22 former officer and director of JadooTV, regardless of any relevance to the present
23 litigation.

24 Subject to and without waiving any of their objections, Jadoo Defendants
25 respond as follows: Jadoo Defendants will meet and confer with DISH to address
26 how this Request may be limited and/or clarified to (i) seek documents that are
27 relevant to the claims or defenses in this litigation and proportional to the needs of
28 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

JadooTV's Meet and Confer Agreements for Request No. 2:

JadooTV agreed to produce documents sufficient to identify all its officers, and directors. (Ferguson Decl. ¶ 8; Ex. 7 at 3.)

Request No. 3: Documents sufficient to identify all employees, technical support agents, customer service agents, and contractors of JadooTV that have or had managerial or supervisory responsibilities or duties concerning eMedia, SASP, VOD, or the manufacture, distribution, marketing, sale, customer support, or network design of the Jadoo Box or Jadoo Service.

Response to Request No. 3: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request purports to seek identification of essentially anyone with "managerial or supervisory responsibilities" regarding the Jadoo Box or Jadoo Service. Jadoo Defendants further object to the request because the term "managerial or supervisory responsibilities" is vague and ambiguous. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants will produce (i) non-privileged documents sufficient to identify employees of JadooTV in charge of the creation of the eMedia application and (ii) non-privileged documents sufficient to identify employees of JadooTV in charge of the manufacture and distribution of Jadoo4, Jadoo5, and Jadoo5S set top boxes in the United States that are discovered after a reasonable search and diligent inquiry and that are within the permissible scope of discovery, to the extent any exist within their possession, custody, or control, once a valid protective order has been entered by the Court.

JadooTV's Meet and Confer Agreements for Request No. 3:

JadooTV agreed to produce documents identifying persons in charge of “distributing, marketing, sale, customer support, or network design of the Jadoo4, Jadoo5, and Jadoo5S set top boxes and Jadoo Service in the United States. (Ferguson Decl. ¶ 8; Ex. 7 at 3.) JadooTV also agreed to produce responsive documents from the 8 custodians concerning eMedia. (*Id.* ¶ 15; Ex. 13 at 3:10-14; Ex. 14, Bankr. Dkt. 207 at 2:13-17.)

Request No. 6: Documents sufficient to identify all monetary payments and any other benefits that JadooTV provided to Haseeb Shah at any time.

Response to Request No. 6: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party’s claims or defenses, and not proportional to the needs of the case. For example, the request purports to seek information about every payment or benefit ever provided to Mr. Shah, at any time and regardless of any relevance to the present litigation. Jadoo Defendants further object to the request as overbroad and unduly burdensome to the extent that it seeks documents identifying “all monetary payments” and “any other benefits that JadooTV provided to Haseeb Shah” without any limit as to time period. Jadoo Defendants further object to this request as vague and ambiguous with respect to the term “any other benefits.” Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants respond as follows: Jadoo Defendants will meet and confer with DISH to address how this Request may be limited and/or clarified to (i) seek documents that are

1 relevant to the claims or defenses in this litigation and proportional to the needs of
2 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

3 **JadooTV's Meet and Confer Agreements for Request No. 6:**

4 JadooTV agreed to produce all documents responsive to this request for the
5 period of January 2014 to the present. (Ferguson Decl. ¶ 8; Ex. 7 at 12.)

6 **Request No. 7:** Documents sufficient to identify each email address that Sajid
7 Sohail uses or has used to conduct business.

8 **Response to Request No. 7:** Jadoo Defendants incorporate by reference each
9 of the General Objections set forth above. Jadoo Defendants object to the request on
10 the grounds that it seeks documents beyond the scope of permissible discovery, not
11 relevant to any party's claims or defenses, and not proportional to the needs of the
12 case. For example, the request purports to seek information about every email
13 address Mr. Sohail has ever used to conduct any business whatsoever, at any time
14 and regardless of any relevance to the present litigation. Jadoo Defendants further
15 object to the request to the extent it seeks documents protected from disclosure by
16 the attorney-client privilege, the attorney work product doctrine, the accountant-
17 client privilege, common-interest privilege, or similar privileges or protections.

18 Subject to and without waiving any of their objections, Jadoo Defendants will
19 produce non-privileged documents sufficient to identify each email address that Sajid
20 Sohail has used to conduct business pertaining to distribution of Jadoo4, Jadoo5, and
21 Jadoo5S set top boxes in the United States that are discovered after a reasonable
22 search and diligent inquiry and that are within the permissible scope of discovery, to
23 the extent any exist within their possession, custody, or control, once a valid
24 protective order has been entered by the Court.

25 **JadooTV's Meet and Confer Agreements for Request No. 7:**

26 JadooTV agreed to produce all documents responsive to this request.
27 (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-6.)

1 **Request No. 14:** All documents exchanged with Google, Inc. or YouTube
2 concerning the Protected Channels, eMedia, SASP, copyright infringement, or
3 Haseeb Shah.

4 **Response to Request No. 14:** Jadoo Defendants incorporate by reference
5 each of the General Objections set forth above. Jadoo Defendants object to the
6 request on the grounds that it seeks documents beyond the scope of permissible
7 discovery, not relevant to any party's claims or defenses, and not proportional to the
8 needs of the case. For example, the request purports to seek any documents
9 exchanged with Google, Inc. or YouTube regarding eMedia, without any limitation
10 rendering the request relevant to the present litigation.

11 Subject to and without waiving any of their objections, Jadoo Defendants
12 respond as follows: Jadoo Defendants will meet and confer with DISH to address
13 how this Request may be limited and/or clarified to (i) seek documents that are
14 relevant to the claims or defenses in this litigation and proportional to the needs of
15 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

16 **JadooTV's Meet and Confer Agreements for Request No. 14:**

17 JadooTV agreed to produce all documents responsive to this request
18 concerning the Protected Channels, SASP, copyright infringement, or Haseeb Shah.
19 (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

20 **Request No. 15:** All documents that JadooTV exchanged with GitHub, Inc.
21 or Dropbox Inc. concerning the Protected Channels, eMedia, SASP, copyright
22 infringement, or Haseeb Shah.

23 **Response to Request No. 15:** Jadoo Defendants incorporate by reference
24 each of the General Objections set forth above. Jadoo Defendants object to the
25 request on the grounds that it seeks documents beyond the scope of permissible
26 discovery, not relevant to any party's claims or defenses, and not proportional to the
27 needs of the case. For example, the request purports to seek any documents
28

1 exchanged with GitHub, Inc. or Dropbox, Inc. regarding eMedia, without any
2 limitation rendering the request relevant to the present litigation.

3 Subject to and without waiving any of their objections, Jadoo Defendants
4 respond as follows: Jadoo Defendants will meet and confer with DISH to address
5 how this Request may be limited and/or clarified to (i) seek documents that are
6 relevant to the claims or defenses in this litigation and proportional to the needs of
7 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

8 **JadooTV's Meet and Confer Agreements for Request No. 15:**

9 JadooTV agreed to produce all documents responsive to this request
10 concerning the Protected Channels, SASP, copyright infringement, or Haseeb Shah.
11 (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

12 **Request No. 16:** All documents that JadooTV exchanged with DailyMotion
13 concerning the Protected Channels, eMedia, SASP, copyright infringement, or
14 Haseeb Shah.

15 **Response to Request No. 16:** Jadoo Defendants incorporate by reference
16 each of the General Objections set forth above. Jadoo Defendants object to the
17 request on the grounds that it seeks documents beyond the scope of permissible
18 discovery, not relevant to any party's claims or defenses, and not proportional to the
19 needs of the case. For example, the request purports to seek any documents
20 exchanged with DailyMotion regarding eMedia, without any limitation rendering the
21 request relevant to the present litigation.

22 Subject to and without waiving any of their objections, Jadoo Defendants
23 respond as follows: Jadoo Defendants will meet and confer with DISH to address
24 how this Request may be limited and/or clarified to (i) seek documents that are
25 relevant to the claims or defenses in this litigation and proportional to the needs of
26 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

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JadooTV's Meet and Confer Agreements for Request No. 16:

JadooTV agreed to produce all documents responsive to this request concerning the Protected Channels, SASP, copyright infringement, or Haseeb Shah. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

Request No. 17: All documents, including diagrams, charts, maps, and schematics, concerning the process by which JadooTV's Live TV channels are made available on the Jadoo Service or Jadoo Box.

Response to Request No. 17: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request purports to seek "all documents" relating to the making available of Live TV channels on the Jadoo Service or Jadoo Box, regardless of any relevance to the present litigation. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the request because the term "the process" is vague and ambiguous. Jadoo Defendants further object to the request to the extent it seeds documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants will produce non-privileged documents sufficient to describe the overall manner by which JadooTV's Live channels are made available on the Jadoo4, Jadoo5, and Jadoo5S set top boxes that are discovered after a reasonable search and diligent inquiry and that are within the permissible scope of discovery, to the extent any exist within their possession, custody, or control, once a valid protective order has been entered by the Court.

JadooTV's Meet and Confer Agreements for Request No. 17:

JadooTV agreed to produce responsive documents describing the overall manner in which JadooTV's Live channels are made available. (Ferguson Decl. ¶ 15, Ex. 13 at 4:1-7.)

Request No. 18: All documents, including diagrams, charts, maps, and schematics, concerning the process, at any time, by which SASP is made available on the Jadoo Service or Jadoo Box.

Response to Request No. 18: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request could be read to require all documents relating in any way to the technical functioning of the way channels are loaded on the Jadoo Service or Jadoo Box, regardless of any relevance to the present litigation. Jadoo Defendants further object to the request as overbroad and unduly burdensome to the extent that it seeks “[a]ll documents, including diagrams, charts maps, and schematics, concerning the process” “by which SASP is made available on the Jadoo Service or Jadoo Box” without any limit as to the time period. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the request because the term “the process” is vague and ambiguous. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants will produce non-privileged documents concerning making SASP available on the Jadoo4, Jadoo5, and Jadoo5S set top boxes that are discovered after a reasonable

1 search and diligent inquiry and that are within the permissible scope of discovery, to
2 the extent any exist within their possession, custody, or control, once a valid
3 protective order has been entered by the Court.

4 **JadooTV's Meet and Confer Agreements for Request No. 18:**

5 JadooTV agreed to produce all documents responsive to this request.
6 (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

7 **Request No. 19:** All documents, including diagrams, charts, maps, and
8 schematics, concerning the process, at any time, by which eMedia files, including
9 SASP, are created for use on the Jadoo Service and Jadoo Box.

10 **Response to Request No. 19:** Jadoo Defendants incorporate by reference
11 each of the General Objections set forth above. Jadoo Defendants object to the
12 request on the grounds that it seeks documents beyond the scope of permissible
13 discovery, not relevant to any party's claims or defenses, and not proportional to the
14 needs of the case. For example, the request could be read to require all documents
15 relating in any way to the technical functioning of the way eMedia files are created,
16 regardless of any relevance to the present litigation. Jadoo Defendants further object
17 to the request as overbroad and unduly burdensome to the extent that it seeks “[a]ll
18 documents, including diagrams, charts maps, and schematics, concerning the
19 process” “by which eMedia files, including SASP, are created for use on the Jadoo
20 Service and Jadoo Box” without any limit as to the time period. Jadoo Defendants
21 further object to the request to the extent it seeks confidential business information,
22 trade secrets, or competitively or technically sensitive information. Jadoo
23 Defendants further object to the request because the term “the process” is vague and
24 ambiguous. Jadoo Defendants further object to the request to the extent it seeks
25 documents protected from disclosure by the attorney-client privilege, the attorney
26 work product doctrine, the accountant-client privilege, common-interest privilege, or
27 similar privileges or protections.

28

1 Subject to and without waiving any of their objections, Jadoo Defendants will
2 produce non-privileged documents sufficient to describe the overall manner by which
3 eMedia files are created that are discovered after a reasonable search and diligent
4 inquiry and that are within the permissible scope of discovery, to the extent any exist
5 within their possession, custody, or control, once a valid protective order has been
6 entered by the Court.

7 **JadooTV's Meet and Confer Agreements for Request No. 19:**

8 JadooTV also agreed to produce all responsive documents from the 8
9 custodians. (Ferguson Decl. ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

10 **Request No. 20:** All documents, including diagrams, charts, maps, and
11 schematics, concerning the process by which SASP is added to the Jadoo Box at any
12 time.

13 **Response to Request No. 20:** Jadoo Defendants incorporate by reference
14 each of the General Objections set forth above. Jadoo Defendants object to the
15 request on the grounds that it seeks documents beyond the scope of permissible
16 discovery, not relevant to any party's claims or defenses, and not proportional to the
17 needs of the case. For example, the request could be read to require all documents
18 relating in any way to the technical functioning of the way channels are loaded to the
19 Jadoo Service or Jadoo Box, regardless of any relevance to the present litigation.
20 Jadoo Defendants further object to the request as overbroad and unduly burdensome
21 to the extent that it seeks “[a]ll documents, including diagrams, charts maps, and
22 schematics, concerning the process by which SASP is added to the Jadoo Box”
23 without any limit as to the time period. Jadoo Defendants further object to the request
24 to the extent it seeks confidential business information, trade secrets, or competitively
25 or technically sensitive information. Jadoo Defendants further object to the request
26 as duplicative of Request No. 18 above. Jadoo Defendants further object to the
27 request because the term “the process” is vague and ambiguous. Jadoo Defendants
28 further object to the request to the extent it seeks documents protected from

1 disclosure by the attorney-client privilege, the attorney work product doctrine, the
2 accountant-client privilege, common-interest privilege, or similar privileges or
3 protections.

4 Subject to and without waiving any of their objections, Jadoo Defendants will
5 produce non-privileged documents concerning adding SASP to the Jadoo4, Jadoo5,
6 and Jadoo5S set top boxes that are discovered after a reasonable search and diligent
7 inquiry and that are within the permissible scope of discovery, to the extent any exist
8 within their possession, custody, or control, once a valid protective order has been
9 entered by the Court.

10 **JadooTV's Meet and Confer Agreements for Request No. 20:**

11 JadooTV agreed to produce all documents responsive to this request.
12 (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

13 **Request No. 21:** All documents concerning the creation or potential creation,
14 at any time, of XML files for eMedia, including how to use CDNs or encrypt files.

15 **Response to Request No. 21:** Jadoo Defendants incorporate by reference
16 each of the General Objections set forth above. Jadoo Defendants object to the
17 request on the grounds that it seeks documents beyond the scope of permissible
18 discovery, not relevant to any party's claims or defenses, and not proportional to the
19 needs of the case. For example, the request purports to seek all documents about the
20 creation of any XML file for eMedia at any time, regardless of any relevance to the
21 present litigation. Jadoo Defendants further object to the request as overbroad and
22 unduly burdensome to the extent that it seeks "[a]ll documents concerning the
23 creation or potential creation" "of XML files for eMedia, including how to use CDNs
24 or encrypt files" without any limit as to the time period. Jadoo Defendants further
25 object to the request to the extent it seeks confidential business information, trade
26 secrets, or competitively or technically sensitive information. Jadoo Defendants
27 object to the term "including how to use CDNs or encrypt files" as unclear and
28 ambiguous in the context of the request. Jadoo Defendants further object to the

1 request to the extent it seeks documents protected from disclosure by the attorney-
2 client privilege, the attorney work product doctrine, the accountant-client privilege,
3 common-interest privilege, or similar privileges or protections.

4 Subject to and without waiving any of their objections, Jadoo Defendants will
5 produce non-privileged documents sufficient to describe the overall manner in which
6 XML files are created for eMedia that are discovered after a reasonable search and
7 diligent inquiry and that are within the permissible scope of discovery, to the extent
8 any exist within their possession, custody, or control, once a valid protective order
9 has been entered by the Court.

10 **JadooTV's Meet and Confer Agreements for Request No. 21:**

11 JadooTV also agreed to produce all responsive documents from the 8
12 custodians. (Ferguson Decl. ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

13 **Request No. 23:** All documents, including diagrams, charts, maps, and
14 schematics concerning the process by which VOD content is made available on the
15 Jadoo Service or Jadoo Box, including the selection, incorporation, and arrangement
16 of such content.

17 **Response to Request No. 23:** Jadoo Defendants incorporate by reference
18 each of the General Objections set forth above. Jadoo Defendants object to the
19 request on the grounds that it seeks documents beyond the scope of permissible
20 discovery, not relevant to any party's claims or defenses, and not proportional to the
21 needs of the case. For example, the request could be read to seek all documents
22 concerning the way that VOD content is made available on the Jadoo Service or
23 Jadoo Box, regardless of any relevance to the present litigation. Jadoo Defendants
24 further object to the request to the extent it seeks confidential business information,
25 trade secrets, or competitively or technically sensitive information. Jadoo Defendants
26 further object to the request because the term "the process" is vague and ambiguous.
27 Jadoo Defendants further object to the request to the extent it seeks documents
28 protected from disclosure by the attorney-client privilege, the attorney work product

1 doctrine, the accountant-client privilege, common-interest privilege, or similar
2 privileges or protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants
4 respond as follows: Jadoo Defendants will meet and confer with DISH to address
5 how this Request may be limited and/or clarified to (i) seek documents that are
6 relevant to the claims or defenses in this litigation and proportional to the needs of
7 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

8 **JadooTV's Meet and Confer Agreements for Request No. 23:**

9 JadooTV agreed to produce documents providing a general overview of how
10 VOD content is made available. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 5; Ex. 13 at 4:9-
11 13.)

12 **Request No. 24:** Documents sufficient to identify the dates on which each
13 Protected Channel was transmitted or otherwise made available for viewing on the
14 Jadoo Service or Jadoo Box.

15 **Response to Request No. 24:** Jadoo Defendants incorporate by reference
16 each of the General Objections set forth above. Jadoo Defendants object to the
17 request on the grounds that it seeks documents beyond the scope of permissible
18 discovery, not relevant to any party's claims or defenses, and not proportional to the
19 needs of the case. Jadoo Defendants further object to the request because the term
20 "transmitted or otherwise made available for viewing" is vague and ambiguous in the
21 context of the request. Jadoo Defendants further object to the request to the extent it
22 seeks documents protected from disclosure by the attorney-client privilege, the
23 attorney work product doctrine, the accountant-client privilege, common-interest
24 privilege, or similar privileges or protections.

25 Subject to and without waiving any of their objections, Jadoo Defendants will
26 produce non-privileged documents sufficient to identify the dates on which each
27 Protected Channel was purportedly transmitted on the Jadoo4, Jadoo5, and Jadoo5S
28 set top boxes that are discovered after a reasonable search and diligent inquiry and

1 that are within the permissible scope of discovery, to the extent any exist within their
2 possession, custody or control, once a valid protective order has been entered by the
3 Court.

4 **JadooTV's Meet and Confer Agreements for Request No. 24:**

5 JadooTV agreed to produce documents responsive to this request. (Ferguson
6 Decl. ¶ 15; Ex. 13 at 4:9-13.)

7 **Request No. 25:** Documents sufficient to identify the dates on which each
8 Protected Channel was transmitted or otherwise made available for viewing on the
9 Jadoo Service or Jadoo Box.

10 **Response to Request No. 25:** Jadoo Defendants incorporate by reference
11 each of the General Objections set forth above. Jadoo Defendants object to the
12 request on the grounds that it seeks documents beyond the scope of permissible
13 discovery, not relevant to any party's claims or defenses, and not proportional to the
14 needs of the case. In [sic] Jadoo Defendants object to the terms "source or location,"
15 "acquired," and "transmitted or otherwise made available for viewing" as vague and
16 ambiguous in the context of the request. Jadoo Defendants further object to the
17 request to the extent it seeks documents protected from disclosure by the attorney-
18 client privilege, the attorney work product doctrine, the accountant-client privilege,
19 common-interest privilege, or similar privileges or protections.

20 Subject to and without waiving any of their objections, Jadoo Defendants will
21 produce non-privileged documents sufficient to identify the source of each of the
22 Protected Channels purportedly transmitted on the Jadoo4, Jadoo5, and Jadoo5S set
23 top boxes that are discovered after a reasonable search and diligent inquiry and that
24 are within the permissible scope of discovery, to the extent any exist within their
25 possession, custody or control, once a valid protective order has been entered by the
26 Court.

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JadooTV's Meet and Confer Agreements for Request No. 25:

JadooTV agreed to produce documents responsive to this request. (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

Request No. 26: All documents concerning making the Protected Channels available on the Jadoo Service or Jadoo Box.

Response to Request No. 26: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants will produce non-privileged documents regarding making the Protected Channels available on the Jadoo4, Jadoo5, and Jadoo5S set top boxes that are discovered after a reasonable search and diligent inquiry and that are within the permissible scope of discovery, to the extent any exist within their possession, custody or control, once a valid protective order has been entered by the Court.

JadooTV's Meet and Confer Agreements for Request No. 26:

JadooTV agreed to produce all documents responsive to this request. (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

Request No. 27: All documents, including any agreements or communications, that JadooTV alleges gives JadooTV the rights to transmit or provide access to the Protected Channels.

Response to Request No. 27: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible

1 discovery, not relevant to any party's claims or defenses, and not proportional to the
2 needs of the case. Jadoo Defendants further object to the request to the extent it seeks
3 documents protected from disclosure by the attorney-client privilege, the attorney
4 work product doctrine, the accountant-client privilege, common-interest privilege, or
5 similar privileges or protections.

6 Subject to and without waiving any of their objections, Jadoo Defendants will
7 produce non-privileged documents responsive to this request that are discovered after
8 a reasonable search and diligent inquiry and that are within the permissible scope of
9 discovery, to the extent any exist within their possession, custody or control, once a
10 valid protective order has been entered by the Court.

11 **JadooTV's Meet and Confer Agreements for Request No. 27:**

12 JadooTV agreed to produce all documents responsive to this request.
13 (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

14 **Request No. 28:** Documents sufficient to identify each payment that JadooTV
15 made to acquire the rights to transmit or provide access to the Protected Channels.

16 **Response to Request No. 28:** Jadoo Defendants incorporate by reference
17 each of the General Objections set forth above. Jadoo Defendants object to the
18 request on the grounds that it seeks documents beyond the scope of permissible
19 discovery, not relevant to any party's claims or defenses, and not proportional to the
20 needs of the case. Jadoo Defendants further object to the request to the extent it seeks
21 documents protected from disclosure by the attorney-client privilege, the attorney
22 work product doctrine, the accountant-client privilege, common-interest privilege, or
23 similar privileges or protections.

24 Subject to and without waiving any of their objections, Jadoo Defendants will
25 produce non-privileged documents responsive to this request that are discovered after
26 a reasonable search and diligent inquiry and that are within the permissible scope of
27 discovery, to the extent any exist within their possession, custody or control, once a
28 valid protective order has been entered by the Court.

JadooTV's Meet and Confer Agreements for Request No. 28:

JadooTV agreed to produce documents responsive to this request. (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

Request No. 32: Documents sufficient to identify each advertisement for eMedia, SASP, or Protected Channel VOD that was made by JadooTV, or for which JadooTV paid, either in whole or in part.

Response to Request No. 32: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, this request purports to seek documents regarding every single advertisement for eMedia by JadooTV, regardless of any relevance to the present litigation. In addition, Jadoo Defendants object to the request as duplicative, unduly burdensome, expensive, and oppressive on the ground that it seeks documents currently in DISH's possession, custody or control, or that are obtainable from some other source that is more convenient, less burdensome or less expensive than Jadoo Defendants. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants will produce non-privileged documents sufficient to identify advertisements by JadooTV, or for which JadooTV paid, for SASP or Protected Channels VOD that are discovered after a reasonable search and diligent inquiry and that are within the permissible scope of discovery, to the extent any exist within their possession, custody or control, once a valid protective order has been entered by the Court.

1 **JadooTV's Meet and Confer Agreements for Request No. 32:**

2 JadooTV also agreed to produce all documents responsive to this request
3 concerning SASP. (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

4 **Request No. 34:** All documents concerning communications with JadooTV's
5 customers or resellers concerning the Protected Channels.

6 **Response to Request No. 34:** Jadoo Defendants incorporate by reference
7 each of the General Objections set forth above. Jadoo Defendants object to the
8 request on the grounds that it seeks documents beyond the scope of permissible
9 discovery, not relevant to any party's claims or defenses, and not proportional to the
10 needs of the case. Jadoo Defendants further object to the request to the extent it seeks
11 documents protected from disclosure by the attorney-client privilege, the attorney
12 work product doctrine, the accountant-client privilege, common-interest privilege, or
13 similar privileges or protections.

14 Subject to and without waiving any of their objections, Jadoo Defendants will
15 produce non-privileged documents responsive to this request that are discovered after
16 a reasonable search and diligent inquiry and that are within the permissible scope of
17 discovery, to the extent any exist within their possession, custody or control, once a
18 valid protective order has been entered by the Court.

19 **JadooTV's Meet and Confer Agreements for Request No. 34:**

20 JadooTV agreed to produce all documents responsive to this request,
21 excluding customer communications. (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

22 **Request No. 35:** All documents concerning communications with JadooTV's
23 customers or resellers concerning eMedia, SASP, or Protected Channel VOD.

24 **Response to Request No. 35:** Jadoo Defendants incorporate by reference
25 each of the General Objections set forth above. Jadoo Defendants object to the
26 request on the grounds that it seeks documents beyond the scope of permissible
27 discovery, not relevant to any party's claims or defenses, and not proportional to the
28 needs of the case. For example, the request purports to seek information about any

1 communications with JadooTV's customers or resellers concerning eMedia,
2 regardless of any relevance to the present litigation. Jadoo Defendants further object
3 to the request to the extent it seeks documents protected from disclosure by the
4 attorney-client privilege, the attorney work product doctrine, the accountant-client
5 privilege, common-interest privilege, or similar privileges or protections.

6 Subject to and without waiving any of their objections, Jadoo Defendants will
7 produce non-privileged documents concerning communications with JadooTV's
8 customers or resellers concerning SASP or Protected Channel VOD that are
9 discovered after a reasonable search and diligent inquiry and that are within the
10 permissible scope of discovery, to the extent any exist within their possession,
11 custody or control, once a valid protective order has been entered by the Court.

12 **JadooTV's Meet and Confer Agreements for Request No. 35:**

13 JadooTV also agreed to produce all documents responsive to this request
14 concerning SASP. (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

15 **Request No. 36:** All documents concerning communications with JadooTV's
16 customers or resellers concerning the addition or removal of channels or programs
17 from the Jadoo Service or Jadoo Box.

18 **Response to Request No. 36:** Jadoo Defendants incorporate by reference
19 each of the General Objections set forth above. Jadoo Defendants object to the
20 request on the grounds that it seeks documents beyond the scope of permissible
21 discovery, not relevant to any party's claims or defenses, and not proportional to the
22 needs of the case. For example, the request purports to seek documents concerning
23 any change in channels or programs, regardless of any relevance to the present
24 litigation. Jadoo Defendants further object to the request to the extent it seeks
25 documents protected from disclosure by the attorney-client privilege, the attorney
26 work product doctrine, the accountant-client privilege, common-interest privilege, or
27 similar privileges or protections.

28

1 Subject to and without waiving any of their objections, Jadoo Defendants
2 respond as follows: Jadoo Defendants will meet and confer with DISH to address
3 how this Request may be limited and/or clarified to (i) seek documents that are
4 relevant to the claims or defenses in this litigation and proportional to the needs of
5 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

6 **JadooTV's Meet and Confer Agreements for Request No. 36:**

7 JadooTV agreed to produce documents responsive to this request to the extent
8 such documents reference the Protected Channels or Protected Channel VOD.
9 (Ferguson Decl. ¶ 8; Ex. 7 at 13.)

10 **Request No. 37:** All documents concerning communications with JadooTV's
11 employees or agents concerning eMedia, SASP, or Protected Channel VOD at any
12 time.

13 **Response to Request No. 37:** Jadoo Defendants incorporate by reference
14 each of the General Objections set forth above. Jadoo Defendants object to the
15 request on the grounds that it seeks documents beyond the scope of permissible
16 discovery, not relevant to any party's claims or defenses, and not proportional to the
17 needs of the case. For example, the request purports to seek information about any
18 communications with JadooTV's employees or agents concerning eMedia, regardless
19 of any relevance to the present litigation. Jadoo Defendants further object to the
20 request as overbroad and unduly burdensome to the extent that it seeks all documents
21 "concerning communications with JadooTV's employees or agents concerning
22 eMedia, SASP, or Protected Channel VOD" without any limit as to time period.
23 Jadoo Defendants further object to the request to the extent it seeks documents
24 protected from disclosure by the attorney-client privilege, the attorney work product
25 doctrine, the accountant-client privilege, common-interest privilege, or similar
26 privileges or protections.

27 Subject to and without waiving any of their objections, Jadoo Defendants will
28 produce non-privileged documents concerning communications with JadooTV's

1 employees or agents concerning SASP or Protected Channel VOD that are
2 discovered after a reasonable search and diligent inquiry and that are within the
3 permissible scope of discovery, to the extent any exist within their possession,
4 custody or control, once a valid protective order has been entered by the Court.

5 **JadooTV's Meet and Confer Agreements for Request No. 37:**

6 JadooTV also agreed to produce all documents responsive to this request
7 concerning SASP. (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

8 **Request No. 38:** All documents concerning efforts JadooTV made to ensure
9 that the Protected Channels are not transmitted or otherwise accessed using the Jadoo
10 Service or Jadoo Box.

11 **Response to Request No. 38:** Jadoo Defendants incorporate by reference
12 each of the General Objections set forth above. Jadoo Defendants object to the
13 request on the grounds that it seeks documents beyond the scope of permissible
14 discovery, not relevant to any party's claims or defenses, and not proportional to the
15 needs of the case. Jadoo Defendants further object to the request to the extent it seeks
16 confidential business information, trade secrets, or competitively or technically
17 sensitive information. Jadoo Defendants further object to the request to the extent it seeks
18 documents protected from disclosure by the attorney-client privilege, the
19 attorney work product doctrine, the accountant-client privilege, common-interest
20 privilege, or similar privileges or protections.

21 Subject to and without waiving any of their objections, Jadoo Defendants will
22 produce non-privileged documents sufficient to describe efforts JadooTV made to
23 ensure that the Protected Channels are not transmitted or otherwise accessed on the
24 Jadoo4, Jadoo5, and Jadoo5S set top boxes that are discovered after a reasonable
25 search and diligent inquiry and that are within the permissible scope of discovery, to
26 the extent any exist within their possession, custody or control, once a valid
27 protective order has been entered by the Court.

28

1 **JadooTV's Meet and Confer Agreements for Request No. 38:**

2 JadooTV agreed to produce all documents responsive to this request.
3 (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

4 **Request No. 39:** All documents concerning unfavorable comments, reviews,
5 or criticisms about the Jadoo Service or Jadoo Box.

6 **Response to Request No. 39:** Jadoo Defendants incorporate by reference
7 each of the General Objections set forth above. Jadoo Defendants object to the
8 request on the grounds that it seeks documents beyond the scope of permissible
9 discovery, not relevant to any party's claims or defenses, and not proportional to the
10 needs of the case. For example, the request purports to seek all negative commentary
11 about the Jadoo Service or Box, regardless of any relevance to the present litigation.
12 In addition, Jadoo Defendants object to the request as duplicative, unduly
13 burdensome, expensive, and oppressive on the ground that it seeks documents
14 currently in DISH's possession, custody or control, or that are obtainable from some
15 other source that is more convenient, less burdensome or less expensive than Jadoo
16 Defendants. Jadoo Defendants further object to the request to the extent it seeks
17 documents protected from disclosure by the attorney-client privilege, the attorney
18 work product doctrine, the accountant-client privilege, common-interest privilege, or
19 similar privileges or protections.

20 Subject to and without waiving any of their objections, Jadoo Defendants
21 respond as follows: Jadoo Defendants will meet and confer with DISH to address
22 how this Request may be limited and/or clarified to (i) seek documents that are
23 relevant to the claims or defenses in this litigation and proportional to the needs of
24 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

25 **JadooTV's Meet and Confer Agreements for Request No. 39:**

26 JadooTV agreed to produce documents responsive to this request to the extent
27 such documents reference the Protected Channels or Protected Channel VOD.
28 (Ferguson Decl. ¶ 8; Ex. 7 at 13.)

1 **Request No. 40:** All documents that reference the Jadoo Service or Jadoo
2 Box, and also reference the Protected Channels.

3 **Response to Request No. 40:** Jadoo Defendants incorporate by reference
4 each of the General Objections set forth above. Jadoo Defendants object to the
5 request on the grounds that it seeks documents beyond the scope of permissible
6 discovery, not relevant to any party's claims or defenses, and not proportional to the
7 needs of the case. Jadoo Defendants further object to the request to the extent it seeks
8 documents protected from disclosure by the attorney-client privilege, the attorney
9 work product doctrine, the accountant-client privilege, common-interest privilege, or
10 similar privileges or protections.

11 Subject to and without waiving any of their objections, Jadoo Defendants will
12 produce non-privileged documents that reference Jadoo4, Jadoo5, and Jadoo5S set
13 top boxes and that also reference the Protected Channels that are discovered after a
14 reasonable search and diligent inquiry and that are within the permissible scope of
15 discovery, to the extent any exist within their possession, custody or control, once a
16 valid protective order has been entered by the Court.

17 **JadooTV's Meet and Confer Agreements for Request No. 40:**

18 JadooTV agreed to produce all documents responsive to this request,
19 excluding customer communications. (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

20 **Request No. 41:** All documents that reference the Jadoo Service or Jadoo
21 Box, and also reference eMedia, SASP, or Protected Channel VOD at any time.

22 **Response to Request No. 41:** Jadoo Defendants incorporate by reference
23 each of the General Objections set forth above. Jadoo Defendants object to the
24 request on the grounds that it seeks documents beyond the scope of permissible
25 discovery, not relevant to any party's claims or defenses, and not proportional to the
26 needs of the case. For example, the request purports to seek documents that reference
27 the Jadoo Service or Jadoo Box, and also reference eMedia, regardless of any
28 relevance to the present litigation. Jadoo Defendants further object to the request as

1 overbroad and unduly burdensome to the extent that it seeks “[a]ll documents that
2 reference the Jadoo Service or Jadoo Box, and also reference eMedia, SASP, or
3 Protected Channel VOD” without any limit as to time period. Jadoo Defendants
4 further object to the request to the extent it seeks confidential business information,
5 trade secrets, or competitively or technically sensitive information. Jadoo
6 Defendants further object to the request to the extent it seeks documents protected
7 from disclosure by the attorney-client privilege, the attorney work product doctrine,
8 the accountant-client privilege, common-interest privilege, or similar privileges or
9 protections.

10 Subject to and without waiving any of their objections, Jadoo Defendants will
11 produce non-privileged documents that reference Jadoo4, Jadoo5, and Jadoo5S set
12 top boxes and that also reference SASP or Protected Channel VOD that are
13 discovered after a reasonable search and diligent inquiry and that are within the
14 permissible scope of discovery, to the extent any exist within their possession,
15 custody or control, once a valid protective order has been entered by the Court.

16 **JadooTV’s Meet and Confer Agreements for Request No. 41:**

17 JadooTV also agreed to produce all documents responsive to this request
18 concerning SASP. (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

19 **Request No. 44:** Documents sufficient to identify each social media account,
20 including Facebook, Twitter, Instagram, and Snapchat, that JadooTV registered or
21 used at any time.

22 **Response to Request No. 44:** Jadoo Defendants incorporate by reference
23 each of the General Objections set forth above. Jadoo Defendants object to the
24 request on the grounds that it seeks documents beyond the scope of permissible
25 discovery, not relevant to any party’s claims or defenses, and not proportional to the
26 needs of the case. For example, the request purports to seek documents identifying
27 all of JadooTV’s social media accounts, regardless of any relevance to the present
28 litigation. In addition, Jadoo Defendants object to the request as duplicative, unduly

1 burdensome, expensive, and oppressive on the ground that it seeks documents
2 currently in DISH's possession, custody or control, or that are obtainable from some
3 other source that is more convenient, less burdensome or less expensive than Jadoo
4 Defendants. Jadoo Defendants further object to the request as overbroad and unduly
5 burdensome to the extent that it seeks "[d]ocuments sufficient to identify each social
6 media account, including Facebook, Twitter, Instagram, and Snapchat, that JadooTV
7 registered or used" without any limit as to time period.

8 Subject to and without waiving any of their objections, Jadoo Defendants
9 respond as follows: Jadoo Defendants will meet and confer with DISH to address
10 how this Request may be limited and/or clarified to (i) seek documents that are
11 relevant to the claims or defenses in this litigation and proportional to the needs of
12 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

13 **JadooTV's Meet and Confer Agreements for Request No. 44:**

14 JadooTV agreed to produce documents responsive to this request. (Ferguson
15 Decl. ¶ 8; Ex. 7 at 12.)

16 **Request No. 45:** Documents sufficient to identify all posts made to JadooTV's
17 social medial pages, including Facebook, Twitter, Instagram, and Snapchat,
18 concerning the Protected Channels.

19 **Response to Request No. 45:** Jadoo Defendants incorporate by reference
20 each of the General Objections set forth above. Jadoo Defendants object to the
21 request on the grounds that it seeks documents beyond the scope of permissible
22 discovery, not relevant to any party's claims or defenses, and not proportional to the
23 needs of the case. In addition, Jadoo Defendants object to the request as duplicative,
24 unduly burdensome, expensive, and oppressive on the ground that it seeks documents
25 currently in DISH's possession, custody or control, or that are obtainable from some
26 other source that is more convenient, less burdensome or less expensive than Jadoo
27 Defendants. Jadoo Defendants further object to the request to the extent it seeks
28 documents protected from disclosure by the attorney-client privilege, the attorney

1 work product doctrine, the accountant-client privilege, common-interest privilege, or
2 similar privileges or protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants will
4 produce non-privileged documents responsive to this request that are discovered after
5 a reasonable search and diligent inquiry and that are within the permissible scope of
6 discovery, to the extent any exist within their possession, custody or control, once a
7 valid protective order has been entered by the Court.

8 **JadooTV's Meet and Confer Agreements for Request No. 45:**

9 JadooTV agreed to produce documents responsive to this request. (Ferguson
10 Decl. ¶ 15; Ex. 13 at 4:9-13.)

11 **Request No. 46:** Documents sufficient to identify all posts made to JadooTV's
12 social media pages including Facebook, Twitter, Instagram, and Snapchat,
13 concerning eMedia, SASP, or Protected Channel VOD.

14 **Response to Request No. 46:** Jadoo Defendants incorporate by reference
15 each of the General Objections set forth above. Jadoo Defendants object to the
16 request on the grounds that it seeks documents beyond the scope of permissible
17 discovery, not relevant to any party's claims or defenses, and not proportional to the
18 needs of the case. For example, the request purports to seek documents identifying
19 every post made on every one of JadooTV's social media pages concerning eMedia,
20 regardless of any relevance to the present litigation. In addition, Jadoo Defendants
21 object to the request as duplicative, unduly burdensome, expensive, and oppressive
22 on the ground that it seeks documents currently in DISH's possession, custody or
23 control, or that are obtainable from some other source that is more convenient, less
24 burdensome or less expensive than Jadoo Defendants. Jadoo Defendants further
25 object to the request to the extent it seeks documents protected from disclosure by
26 the attorney-client privilege, the attorney work product doctrine, the accountant-
27 client privilege, common-interest privilege, or similar privileges or protections.

28

1 Subject to and without waiving any of their objections, Jadoo Defendants will
2 produce non-privileged documents sufficient to identify all posts made to JadooTV's
3 social media pages concerning SASP or Protected Channel VOD that are discovered
4 after a reasonable search and diligent inquiry and that are within the permissible
5 scope of discovery, to the extent any exist within their possession, custody or control,
6 once a valid protective order has been entered by the Court.

7 **JadooTV's Meet and Confer Agreements for Request No. 46:**

8 JadooTV also agreed to produce all documents responsive to this request
9 concerning SASP. (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

10 **Request No. 48:** Documents sufficient to identify each purchaser of
11 JadooTV's products or services, the type of product or service purchased, and amount
12 paid.

13 **Response to Request No. 48:** Jadoo Defendants incorporate by reference
14 each of the General Objections set forth above. Jadoo Defendants object to the
15 request on the grounds that it seeks documents beyond the scope of permissible
16 discovery, not relevant to any party's claims or defenses, and not proportional to the
17 needs of the case. For example, the request purports to seek the identities of each of
18 JadooTV's customers, regardless of any relevance to the present litigation. Jadoo
19 Defendants further object to the request to the extent it seeks confidential business
20 information, trade secrets, or competitively or technically sensitive information.
21 Jadoo Defendants further object to the request to the extent it seeks documents
22 protected from disclosure by the attorney-client privilege, the attorney work product
23 doctrine, the accountant-client privilege, common-interest privilege, or similar
24 privileges or protections.

25 Subject to and without waiving any of their objections, Jadoo Defendants
26 respond as follows: Jadoo Defendants will meet and confer with DISH to address
27 how this Request may be limited and/or clarified to (i) seek documents that are
28

1 relevant to the claims or defenses in this litigation and proportional to the needs of
2 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

3 **JadooTV's Meet and Confer Agreements for Request No. 48:**

4 JadooTV agreed to identify its high-volume resellers based on monthly sales
5 figures broken down by each type of Jadoo Box. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at
6 14; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

7 **Request No. 50:** Documents sufficient to identify each type of Jadoo Box that
8 JadooTV acquired or distributed.

9 **Response to Request No. 50:** Jadoo Defendants incorporate by reference
10 each of the General Objections set forth above. Jadoo Defendants object to the
11 request on the grounds that it seeks documents beyond the scope of permissible
12 discovery, not relevant to any party's claims or defenses, and not proportional to the
13 needs of the case. For example, the request purports to seek information regarding
14 any Jadoo Box, regardless of any relevance to the present litigation. Jadoo
15 Defendants further object to the request to the extent it seeks confidential business
16 information, trade secrets, or competitively or technically sensitive information.
17 Jadoo Defendants further object to the terms "type" and "acquired or distributed" as
18 vague and ambiguous. Jadoo Defendants further object to the request to the extent it
19 seeks documents protected from disclosure by the attorney-client privilege, the
20 attorney work product doctrine, the accountant-client privilege, common-interest
21 privilege, or similar privileges or protections.

22 Subject to and without waiving any of their objections, Jadoo Defendants
23 respond as follows: Jadoo Defendants will meet and confer with DISH to address
24 how this Request may be limited and/or clarified to (i) seek documents that are
25 relevant to the claims or defenses in this litigation and proportional to the needs of
26 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

27
28

1 **JadooTV's Meet and Confer Agreements for Request No. 50:**

2 JadooTV agreed to produce documents responsive to this request for Jadoo
3 Boxes that it actually sold or distributed, exclusive of prototypes that it received.
4 (Ferguson Decl. ¶ 8; Ex. 7 at 15.)

5 **Request No. 51:** Documents sufficient to identify the total number of each
6 type of Jadoo Box that JadooTV acquired or distributed.

7 **Response to Request No. 51:** Jadoo Defendants incorporate by reference
8 each of the General Objections set forth above. Jadoo Defendants object to the
9 request on the grounds that it seeks documents beyond the scope of permissible
10 discovery, not relevant to any party's claims or defenses, and not proportional to the
11 needs of the case. For example, the request purports to seek information regarding
12 any Jadoo Box, regardless of any relevance to the present litigation. Jadoo
13 Defendants further object to the request to the extent it seeks confidential business
14 information, trade secrets, or competitively or technically sensitive information.
15 Jadoo Defendants further object to the terms "type" and "acquired or distributed" as
16 vague and ambiguous. Jadoo Defendants further object to the request to the extent it
17 seeks documents protected from disclosure by the attorney-client privilege, the
18 attorney work product doctrine, the accountant-client privilege, common-interest
19 privilege, or similar privileges or protections.

20 Subject to and without waiving any of their objections, Jadoo Defendants
21 respond as follows: Jadoo Defendants will meet and confer with DISH to address
22 how this Request may be limited and/or clarified to (i) seek documents that are
23 relevant to the claims or defenses in this litigation and proportional to the needs of
24 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

25 **JadooTV's Meet and Confer Agreements for Request No. 51:**

26 JadooTV agreed to produce documents responsive to this request for Jadoo
27 Boxes that it actually sold or distributed, exclusive of prototypes that it received.
28 (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 15; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

1 **Request No. 52:** Documents sufficient to identify all costs that JadooTV
2 incurred to acquire and distribute each type of Jadoo Box.

3 **Response to Request No. 52:** Jadoo Defendants incorporate by reference
4 each of the General Objections set forth above. Jadoo Defendants object to the
5 request on the grounds that it seeks documents beyond the scope of permissible
6 discovery, not relevant to any party's claims or defenses, and not proportional to the
7 needs of the case. For example, the request purports to seek the identification of every
8 individual cost related to acquisition and distribution of any Jadoo Box, regardless of
9 any relevance to the present litigation. Jadoo Defendants further object to the request
10 to the extent it seeks confidential business information, trade secrets, or competitively
11 or technically sensitive information. Jadoo Defendants further object to the terms
12 "type" and "acquired and distributed" as vague and ambiguous. Jadoo Defendants
13 further object to the request to the extent it seeks documents protected from
14 disclosure by the attorney-client privilege, the attorney work product doctrine, the
15 accountant-client privilege, common-interest privilege, or similar privileges or
16 protections.

17 Subject to and without waiving any of their objections, Jadoo Defendants
18 respond as follows: Jadoo Defendants will meet and confer with DISH to address
19 how this Request may be limited and/or clarified to (i) seek documents that are
20 relevant to the claims or defenses in this litigation and proportional to the needs of
21 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

22 **JadooTV's Meet and Confer Agreements for Request No. 52:**

23 JadooTV agreed to produce documents responsive to this request. (Ferguson
24 Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

25 **Request No. 53:** Documents sufficient to identify each payment that JadooTV
26 received from its sale of each type of Jadoo Box.

27 **Response to Request No. 53:** Jadoo Defendants incorporate by reference
28 each of the General Objections set forth above. Jadoo Defendants object to the

1 request on the grounds that it seeks documents beyond the scope of permissible
2 discovery, not relevant to any party's claims or defenses, and not proportional to the
3 needs of the case. For example, the request could be read as seeking information
4 about every single payment associated with any Jadoo Box, regardless of any
5 relevance to the present litigation. Jadoo Defendants further object to the request to
6 the extent it seeks confidential business information, trade secrets, or competitively
7 or technically sensitive information. Jadoo Defendants further object to the terms
8 "each payment" and "type" as vague and ambiguous. Jadoo Defendants further object
9 to the request to the extent it seeks documents protected from disclosure by the
10 attorney-client privilege, the attorney work product doctrine, the accountant-client
11 privilege, common-interest privilege, or similar privileges or protections.

12 Subject to and without waiving any of their objections, Jadoo Defendants
13 respond as follows: Jadoo Defendants will meet and confer with DISH to address
14 how this Request may be limited and/or clarified to (i) seek documents that are
15 relevant to the claims or defenses in this litigation and proportional to the needs of
16 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

17 **JadooTV's Meet and Confer Agreements for Request No. 53:**

18 JadooTV agreed to identify its monthly sales figures for all sales of the Jadoo
19 Box broken down by each type of Jadoo Box. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 14;
20 Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

21 **Request No. 55:** Documents sufficient to identify each payment that JadooTV
22 made to each source or supplier from which JadooTV acquired each type of Jadoo
23 Box.

24 **Response to Request No. 55:** Jadoo Defendants incorporate by reference
25 each of the General Objections set forth above. Jadoo Defendants object to the
26 request on the grounds that it seeks documents beyond the scope of permissible
27 discovery, not relevant to any party's claims or defenses, and not proportional to the
28 needs of the case. For example, the request could be read as seeking information

1 about every single individual payment made to one of the sources or suppliers at issue
2 in the request, regardless of any relevance to the present litigation. Jadoo Defendants
3 further object to the request to the extent it seeks confidential business information,
4 trade secrets, or competitively or technically sensitive information. Jadoo Defendants
5 further object to the terms “source or supplier,” “type,” and “acquired” as vague and
6 ambiguous. Jadoo Defendants further object to the request to the extent it seeks
7 documents protected from disclosure by the attorney-client privilege, the attorney
8 work product doctrine, the accountant-client privilege, common-interest privilege, or
9 similar privileges or protections.

10 Subject to and without waiving any of their objections, Jadoo Defendants
11 respond as follows: Jadoo Defendants will meet and confer with DISH to address
12 how this Request may be limited and/or clarified to (i) seek documents that are
13 relevant to the claims or defenses in this litigation and proportional to the needs of
14 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

15 **JadooTV’s Meet and Confer Agreements for Request No. 55:**

16 JadooTV agreed to produce documents responsive to this request. (Ferguson
17 Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

18 **Request No. 57:** All documents that JadooTV exchanged with each supplier
19 or source from whom JadooTV acquired each type of Jadoo Box.

20 **Response to Request No. 57:** Jadoo Defendants incorporate by reference
21 each of the General Objections set forth above. Jadoo Defendants object to the
22 request on the grounds that it seeks documents beyond the scope of permissible
23 discovery, not relevant to any party’s claims or defenses, and not proportional to the
24 needs of the case. For example, the request purports to seek every document
25 exchanged with a “source or supplier” of any Jadoo Box, regardless of any relevance
26 to the present litigation. Jadoo Defendants further object to the request to the extent
27 it seeks confidential business information, trade secrets, or competitively or
28 technically sensitive information. Jadoo Defendants further object to the terms

1 “source or supplier,” “type,” and “acquired” as vague and ambiguous. Jadoo
2 Defendants further object to the request to the extent it seeks documents protected
3 from disclosure by the attorney-client privilege, the attorney work product doctrine,
4 the accountant-client privilege, common-interest privilege, or similar privileges or
5 protections.

6 Subject to and without waiving any of their objections, Jadoo Defendants
7 respond as follows: Jadoo Defendants will meet and confer with DISH to address
8 how this Request may be limited and/or clarified to (i) seek documents that are
9 relevant to the claims or defenses in this litigation and proportional to the needs of
10 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

11 **JadooTV’s Meet and Confer Agreements for Request No. 57:**

12 JadooTV agreed to produce all documents responsive to this request
13 concerning SASP, Protected Channels, and Protected Channel VOD. (Ferguson
14 Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

15 **Request No. 58:** Documents sufficient to identify each iteration of the
16 JadooTV App and JadooGO App that JadooTV acquired or distributed.

17 **Response to Request No. 58:** Jadoo Defendants incorporate by reference
18 each of the General Objections set forth above. Jadoo Defendants object to the
19 request on the grounds that it seeks documents beyond the scope of permissible
20 discovery, not relevant to any party’s claims or defenses, and not proportional to the
21 needs of the case. For example, the request purports to seek information regarding
22 the JadooTV App and JadooGO App, regardless of any relevance to the present
23 litigation. In addition, Jadoo Defendants object to the request as duplicative, unduly
24 burdensome, expensive, and oppressive on the ground that it seeks documents
25 currently in DISH’s possession, custody or control, or that are obtainable from some
26 other source that is more convenient, less burdensome or less expensive than Jadoo
27 Defendants. Jadoo Defendants further object to the request to the extent it seeks
28 confidential business information, trade secrets, or competitively or technically

1 sensitive information. Jadoo Defendants further object to the extent it
2 seeks documents protected from disclosure by the attorney-client privilege, the
3 attorney work product doctrine, the accountant-client privilege, common-interest
4 privilege, or similar privileges or protections.

5 Subject to and without waiving any of their objections, Jadoo Defendants
6 respond as follows: Jadoo Defendants will meet and confer with DISH to address
7 how this Request may be limited and/or clarified to (i) seek documents that are
8 relevant to the claims or defenses in this litigation and proportional to the needs of
9 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

10 **JadooTV's Meet and Confer Agreements for Request No. 58:**

11 JadooTV agreed to produce responsive documents concerning its development
12 of the JadooTV App and JadooGO App and the identities of persons “in charge”
13 thereof. (Ferguson Decl. ¶ 8; Ex. 7 at 15.)

14 **Request No. 59:** Documents sufficient to identify the total number of each
15 iteration of the JadooTV App and JadooGO App that JadooTV acquired or
16 distributed.

17 **Response to Request No. 59:** Jadoo Defendants incorporate by reference
18 each of the General Objections set forth above. Jadoo Defendants object to the
19 request on the grounds that it seeks documents beyond the scope of permissible
20 discovery, not relevant to any party’s claims or defenses, and not proportional to the
21 needs of the case. For example, the request purports to seek information regarding
22 the JadooTV App and JadooGO App, regardless of any relevance to the present
23 litigation. Jadoo Defendants further object to the request to the extent it seeks
24 confidential business information, trade secrets, or competitively or technically
25 sensitive information. Jadoo Defendants further object to the request to the extent it
26 seeks documents protected from disclosure by the attorney-client privilege, the
27 attorney work product doctrine, the accountant-client privilege, common-interest
28 privilege, or similar privileges or protections.

1 Subject to and without waiving any of their objections, Jadoo Defendants
2 respond as follows: Jadoo Defendants will meet and confer with DISH to address
3 how this Request may be limited and/or clarified to (i) seek documents that are
4 relevant to the claims or defenses in this litigation and proportional to the needs of
5 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

6 **JadooTV's Meet and Confer Agreements for Request No. 59:**

7 JadooTV agreed to produce documents sufficient to identify the total number
8 of each iteration of the JadooTV App and JadooGo App distributed in the United
9 States. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 15; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

10 **Request No. 60:** Documents sufficient to identify all costs that JadooTV
11 incurred to acquire and distribute each iteration of the JadooTV App and JadooGO
12 App.

13 **Response to Request No. 60:** Jadoo Defendants incorporate by reference
14 each of the General Objections set forth above. Jadoo Defendants object to the
15 request on the grounds that it seeks documents beyond the scope of permissible
16 discovery, not relevant to any party's claims or defenses, and not proportional to the
17 needs of the case. For example, the request could be read as seeking information
18 about every single one of the costs described in the request, regardless of any
19 relevance to the present litigation. Jadoo Defendants further object to the request to
20 the extent it seeks confidential business information, trade secrets, or competitively
21 or technically sensitive information. Jadoo Defendants further object to this request
22 because the term "acquire and distribute" is vague and ambiguous in the context of
23 the request. Jadoo Defendants further object to the request to the extent it seeks
24 documents protected from disclosure by the attorney-client privilege, the attorney
25 work product doctrine, the accountant-client privilege, common-interest privilege, or
26 similar privileges or protections.

27 Subject to and without waiving any of their objections, Jadoo Defendants
28 respond as follows: Jadoo Defendants will meet and confer with DISH to address

1 how this Request may be limited and/or clarified to (i) seek documents that are
2 relevant to the claims or defenses in this litigation and proportional to the needs of
3 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

4 **JadooTV's Meet and Confer Agreements for Request No. 60:**

5 JadooTV agreed to produce documents responsive to this request. (Ferguson
6 Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

7 **Request No. 61:** Documents sufficient to identify each payment that JadooTV
8 received from its sale of each iteration of the JadooTV App and JadooGO App.

9 **Response to Request No. 61:** Jadoo Defendants incorporate by reference
10 each of the General Objections set forth above. Jadoo Defendants object to the
11 request on the grounds that it seeks documents beyond the scope of permissible
12 discovery, not relevant to any party's claims or defenses, and not proportional to the
13 needs of the case. For example, the request could be read as seeking information
14 about each individual instance in which JadooTV received a payment relating to
15 JadooTV App or JadooGO App, regardless of any relevance to the present litigation.
16 Jadoo Defendants further object to the request to the extent it seeks confidential
17 business information, trade secrets, or competitively or technically sensitive
18 information. Jadoo Defendants further object to the request to the extent it seeks
19 documents protected from disclosure by the attorney-client privilege, the attorney
20 work product doctrine, the accountant-client privilege, common-interest privilege, or
21 similar privileges or protections.

22 Subject to and without waiving any of their objections, Jadoo Defendants
23 respond as follows: Jadoo Defendants will meet and confer with DISH to address
24 how this Request may be limited and/or clarified to (i) seek documents that are
25 relevant to the claims or defenses in this litigation and proportional to the needs of
26 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

27
28

1 **JadooTV's Meet and Confer Agreements for Request No. 61:**

2 JadooTV agreed to identify monthly sales figures for all sales of the JadooTV
3 App and JadooGO App. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:20-24; Ex.
4 14 at 2:24-26.)

5 **Request No. 62:** Documents sufficient to identify each source or supplier of
6 each iteration of the JadooTV App and JadooGO App that JadooTV acquired or
7 distributed.

8 **Response to Request No. 62:** Jadoo Defendants incorporate by reference
9 each of the General Objections set forth above. Jadoo Defendants object to the
10 request on the grounds that it seeks documents beyond the scope of permissible
11 discovery, not relevant to any party's claims or defenses, and not proportional to the
12 needs of the case. For example, the request purports to seek the identities of every
13 “source or supplier” of every iteration of the JadooTV App and JadooGO App,
14 regardless of any relevance to the present litigation. Jadoo Defendants further object
15 to the request to the extent it seeks confidential business information, trade secrets,
16 or competitively or technically sensitive information. Jadoo Defendants further
17 object to the terms “source or supplier” and “acquired or distributed” asague and
18 ambiguous in the context of the request. Jadoo Defendants further object to the
19 request to the extent it seeks documents protected from disclosure by the attorney-
20 client privilege, the attorney work product doctrine, the accountant-client privilege,
21 common-interest privilege, or similar privileges or protections.

22 Subject to and without waiving any of their objections, Jadoo Defendants
23 respond as follows: Jadoo Defendants will meet and confer with DISH to address
24 how this Request may be limited and/or clarified to (i) seek documents that are
25 relevant to the claims or defenses in this litigation and proportional to the needs of
26 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

1 **JadooTV's Meet and Confer Agreements for Request No. 62:**

2 JadooTV agreed to produce responsive documents concerning its development
3 of the JadooTV App and JadooGO App and the identities of persons “in charge”
4 thereof. (Ferguson Decl. ¶ 8; Ex. 7 at 15.)

5 **Request No. 63:** Documents sufficient to identify each payment that JadooTV
6 made to each source or supplier from which JadooTV acquired each iteration of the
7 JadooTV App or JadooGO App.

8 **Response to Request No. 63:** Jadoo Defendants incorporate by reference
9 each of the General Objections set forth above. Jadoo Defendants object to the
10 request on the grounds that it seeks documents beyond the scope of permissible
11 discovery, not relevant to any party’s claims or defenses, and not proportional to the
12 needs of the case. For example, the request could be read as seeking documents
13 relating to each individual payment set forth in the request, regardless of any
14 relevance to the present litigation. Jadoo Defendants further object to the request to
15 the extent it seeks confidential business information, trade secrets, or competitively
16 or technically sensitive information. Jadoo Defendants further object to the term
17 “source or supplier” as vague and ambiguous in the context of the request. Jadoo
18 Defendants further object to the request to the extent it seeks documents protected
19 from disclosure by the attorney-client privilege, the attorney work product doctrine,
20 the accountant-client privilege, common-interest privilege, or similar privileges or
21 protections.

22 Subject to and without waiving any of their objections, Jadoo Defendants
23 respond as follows: Jadoo Defendants will meet and confer with DISH to address
24 how this Request may be limited and/or clarified to (i) seek documents that are
25 relevant to the claims or defenses in this litigation and proportional to the needs of
26 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

JadooTV's Meet and Confer Agreements for Request No. 63:

JadooTV agreed to produce documents responsive to this request. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:20-24; Ex. 14 at 2:24-26.)

Request No. 64: All documents concerning actual or potential uses of each iteration of the JadooTV App and JadooGO App.

Response to Request No. 64: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request purports to seek every document detailing any functionality of the JadooTV App or JadooGO App, regardless of any relevance to the present litigation. In addition, Jadoo Defendants object to the request as duplicative, unduly burdensome, expensive, and oppressive on the ground that it seeks documents currently in DISH's possession, custody or control, or that are obtainable from some other source that is more convenient, less burdensome or less expensive than Jadoo Defendants. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the term "actual or potential uses" as vague and ambiguous in the context of the request. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants respond as follows: Jadoo Defendants will meet and confer with DISH to address how this Request may be limited and/or clarified to (i) seek documents that are relevant to the claims or defenses in this litigation and proportional to the needs of this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

JadooTV's Meet and Confer Agreements for Request No. 64:

JadooTV agreed to produce all documents responsive to this request concerning SASP, Protected Channels, and Protected Channel VOD. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

Request No. 65: All documents, including emails, that JadooTV exchanged with each supplier or source from whom JadooTV acquired each iteration of the JadooTV App and JadooGO App.

Response to Request No. 65: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request could be read as seeking, potentially, a large swath of documents regarding the JadooTV App and JadooGO App, regardless of any relevance to the litigation. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the term "source or supplier" as vague and ambiguous in the context of the request. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants respond as follows: Jadoo Defendants will meet and confer with DISH to address how this Request may be limited and/or clarified to (i) seek documents that are relevant to the claims or defenses in this litigation and proportional to the needs of this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

JadooTV's Meet and Confer Agreements for Request No. 65:

JadooTV agreed to produce responsive documents concerning its development of the JadooTV App and JadooGO App and the identities of persons “in charge” thereof. (Ferguson Decl. ¶ 8; Ex. 7 at 15.)

Request No. 68: Documents sufficient to identify all costs that JadooTV incurred to acquire and distribute each iteration of eMedia at any time.

Response to Request No. 68: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request could be read as seeking information about each of the individual payments at issue in the request, regardless of any relevance to the present litigation. Jadoo Defendants further object to the request as overbroad and unduly burdensome to the extent that it seeks “[d]ocuments sufficient to identify all costs that JadooTV incurred to acquire and distribute each iteration of eMedia” without any limit as to time period. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the request because the term “acquire and distribute” is vague and ambiguous in the context of the request. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants respond as follows: Jadoo Defendants will meet and confer with DISH to address how this Request may be limited and/or clarified to (i) seek documents that are relevant to the claims or defenses in this litigation and proportional to the needs of this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

JadooTV's Meet and Confer Agreements for Request No. 68:

JadooTV agreed to produce documents responsive to this request. (Ferguson Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

Request No. 69: Documents sufficient to identify each source or supplier of each iteration of eMedia that JadooTV acquired or distributed at any time.

Response to Request No. 69: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request purports to seek the identities of each source of eMedia, regardless of any relevance to the present litigation. Jadoo Defendants further object to the request as overbroad and unduly burdensome to the extent that it seeks “[d]ocuments sufficient to identify each source or supplier of each iteration of eMedia that JadooTV acquired or distributed” without any limit as to time period. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the terms “source or supplier” and “acquired or distributed” as vague and ambiguous in the context of the request. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants respond as follows: Jadoo Defendants will meet and confer with DISH to address how this Request may be limited and/or clarified to (i) seek documents that are relevant to the claims or defenses in this litigation and proportional to the needs of this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

JadooTV's Meet and Confer Agreements for Request No. 69:

JadooTV agreed to produce responsive documents concerning its development of eMedia and the identities of persons “in charge” thereof. (Ferguson Decl. ¶ 8; Ex. 7 at 15.) JadooTV also agreed to produce responsive documents from the 8 custodians. (Ferguson Decl. ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

Request No. 70: Documents sufficient to identify each payment that JadooTV made to each source or supplier from which JadooTV acquired each iteration of eMedia at any time.

Response to Request No. 70: Jadoo Defendants incorporate by reference each of the General Objections set forth above. Jadoo Defendants object to the request on the grounds that it seeks documents beyond the scope of permissible discovery, not relevant to any party's claims or defenses, and not proportional to the needs of the case. For example, the request could be read as seeking information about each of the individual payments at issue in the request, regardless of any relevance to the present litigation. Jadoo Defendants further object to the request as overbroad and unduly burdensome to the extent that it seeks “[d]ocuments sufficient to identify each payment that JadooTV made to each source or supplier from which JadooTV acquired each iteration of eMedia” without any limit as to time period. Jadoo Defendants further object to the request to the extent it seeks confidential business information, trade secrets, or competitively or technically sensitive information. Jadoo Defendants further object to the terms “source or supplier” and “acquired” as vague and ambiguous in the context of the request. Jadoo Defendants further object to the request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the accountant-client privilege, common-interest privilege, or similar privileges or protections.

Subject to and without waiving any of their objections, Jadoo Defendants respond as follows: Jadoo Defendants will meet and confer with DISH to address

1 how this Request may be limited and/or clarified to (i) seek documents that are
2 relevant to the claims or defenses in this litigation and proportional to the needs of
3 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

4 **JadooTV's Meet and Confer Agreements for Request No. 70:**

5 JadooTV agreed to produce documents responsive to this request. (Ferguson
6 Decl. ¶¶ 8, 15; Ex. 7 at 14; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

7 **Request No. 72:** All documents that JadooTV exchanged with each supplier
8 or source from whom JadooTV acquired each iteration of eMedia at any time.

9 **Response to Request No. 72:** Jadoo Defendants incorporate by reference
10 each of the General Objections set forth above. Jadoo Defendants object to the
11 request on the grounds that it seeks documents beyond the scope of permissible
12 discovery, not relevant to any party's claims or defenses, and not proportional to the
13 needs of the case. For example, the request could be read as seeking almost every
14 document relating to the development of eMedia, regardless of any relevance to the
15 present litigation. Jadoo Defendants further object to the request to the extent it seeks
16 confidential business information, trade secrets, or competitively or technically
17 sensitive information. Jadoo Defendants further object to the request as overbroad
18 and unduly burdensome to the extent that it seeks “[a]ll documents that JadooTV
19 exchanged with each supplier or source from whom JadooTV acquired each iteration
20 of eMedia” without any limit as to time period. Jadoo Defendants further object to
21 the terms “source or supplier” and “acquired” as vague and ambiguous in the context
22 of the request. Jadoo Defendants further object to the request to the extent it seeks
23 documents protected from disclosure by the attorney-client privilege, the attorney
24 work product doctrine, the accountant-client privilege, common-interest privilege, or
25 similar privileges or protections.

26 Subject to and without waiving any of their objections, Jadoo Defendants
27 respond as follows: Jadoo Defendants will meet and confer with DISH to address
28 how this Request may be limited and/or clarified to (i) seek documents that are

1 relevant to the claims or defenses in this litigation and proportional to the needs of
2 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

3 **JadooTV's Meet and Confer Agreements for Request No. 72:**

4 JadooTV agreed to produce responsive documents concerning its development
5 of eMedia and the identities of persons “in charge” thereof. (Ferguson Decl. ¶ 8; Ex.
6 7 at 15.) JadooTV also agreed to produce all responsive documents from the 8
7 custodians. (*Id.* ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

8 **Request No. 74:** All documents providing information or instructions about
9 eMedia at any time, including the creation of eMedia files.

10 **Response to Request No. 74:** Jadoo Defendants incorporate by reference each of
11 the General Objections set forth above. Jadoo Defendants object to the request on
12 the grounds that it seeks documents beyond the scope of permissible discovery, not
13 relevant to any party’s claims or defenses, and not proportional to the needs of the
14 case. For example, the request could be read as seeking all documents containing any
15 information about eMedia, regardless of any relevance to the present litigation. In
16 addition, Jadoo Defendants object to the request as duplicative, unduly burdensome,
17 expensive, and oppressive on the ground that it seeks documents currently in DISH’s
18 possession, custody or control, or that are obtainable from some other source that is
19 more convenient, less burdensome or less expensive than Jadoo Defendants. Jadoo
20 Defendants further object to the request as overbroad and unduly burdensome to the
21 extent that it seeks “[a]ll documents providing information or instructions about
22 eMedia” “including the creation of eMedia files” without any limit as to time period.
23 Jadoo Defendants further object to the request to the extent it seeks confidential
24 business information, trade secrets, or competitively or technically sensitive
25 information. Jadoo Defendants further object to the term “information or instructions
26 about eMedia” as vague and ambiguous in the context of the request. Jadoo
27 Defendants further object to the request to the extent it seeks documents protected
28 from disclosure by the attorney-client privilege, the attorney work product doctrine,

1 the accountant-client privilege, common-interest privilege, or similar privileges or
2 protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants will
4 produce non-privileged documents sufficient to describe the overall manner in which
5 eMedia functions that are discovered after a reasonable search and diligent inquiry
6 and that are within the permissible scope of discovery, to the extent any exist within
7 their possession, custody or control, once a valid protective order has been entered
8 by the Court.

9 **JadooTV's Meet and Confer Agreements for Request No. 74:**

10 JadooTV also agreed to produce all documents responsive to this request
11 concerning SASP, Protected Channels, and Protected Channel VOD. (Ferguson
12 Decl. ¶ 8; Ex. 7 at 11.) JadooTV also agreed to produce all responsive documents
13 from the 8 custodians. (*Id.* ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

14 **Request No. 75:** All documents concerning software or firmware updates to
15 eMedia or SASP at any time.

16 **Response to Request No. 75:** Jadoo Defendants incorporate by reference
17 each of the General Objections set forth above. Jadoo Defendants object to the
18 request on the grounds that it seeks documents beyond the scope of permissible
19 discovery, not relevant to any party's claims or defenses, and not proportional to the
20 needs of the case. For example, the request purports to seek all documents regarding
21 updates to eMedia, regardless of relevance to the present litigation. In addition, Jadoo
22 Defendants object to the request as duplicative, unduly burdensome, expensive, and
23 oppressive on the ground that it seeks documents currently in DISH's possession,
24 custody or control, or that are obtainable from some other source that is more
25 convenient, less burdensome or less expensive than Jadoo Defendants. Jadoo
26 Defendants further object to the request as overbroad and unduly burdensome to the
27 extent that it seeks "[a]ll documents concerning software or firmware updates to
28 eMedia or SASP" without any limit as to time period. Jadoo Defendants further

1 object to the request to the extent it seeks confidential business information, trade
2 secrets, or competitively or technically sensitive information. Jadoo Defendants
3 further object to the term “software or firmware updates to . . . SASP” as vague and
4 ambiguous in the context of this request. Jadoo Defendants further object to the
5 request to the extent it seeks documents protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the accountant-client privilege,
7 common-interest privilege, or similar privileges or protections.

8 Subject to and without waiving any of their objections, Jadoo Defendants will
9 produce non-privileged documents relating to software updates made by JadooTV to
10 eMedia pertaining to making SASP available on the Jadoo4, Jadoo5, and Jadoo5S set
11 top boxes that are discovered after a reasonable search and diligent inquiry and that
12 are within the permissible scope of discovery, to the extent any exist within their
13 possession, custody or control, once a valid protective order has been entered by the
14 Court.

15 **JadooTV’s Meet and Confer Agreements for Request No. 75:**

16 JadooTV also agreed to produce all responsive documents from the 8
17 custodians. (Ferguson Decl. ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

18 **Request No. 76:** All documents concerning SASP at any time.

19 **Response to Request No. 76:** Jadoo Defendants incorporate by reference
20 each of the General Objections set forth above. Jadoo Defendants object to the
21 request on the grounds that it seeks documents beyond the scope of permissible
22 discovery, not relevant to any party’s claims or defenses, and not proportional to the
23 needs of the case. In addition, Jadoo Defendants object to the request as duplicative,
24 unduly burdensome, expensive, and oppressive on the ground that it seeks documents
25 currently in DISH’s possession, custody or control, or that are obtainable from some
26 other source that is more convenient, less burdensome or less expensive than Jadoo
27 Defendants. Jadoo Defendants further object to the request as overbroad and unduly
28 burdensome to the extent that it seeks “[a]ll documents concerning SASP” without

1 any limit as to time period. Jadoo Defendants further object to the request to the
2 extent it seeks documents protected from disclosure by the attorney-client privilege,
3 the attorney work product doctrine, the accountant-client privilege, common-interest
4 privilege, or similar privileges or protections.

5 Subject to and without waiving any of their objections, Jadoo Defendants will
6 produce non-privileged documents concerning SASP that are discovered after a
7 reasonable search and diligent inquiry and that are within the permissible scope of
8 discovery, to the extent any exist within their possession, custody or control, once a
9 valid protective order has been entered by the Court.

10 **JadooTV's Meet and Confer Agreements for Request No. 76:**

11 JadooTV agreed to produce all documents responsive to this request.
12 (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

13 **Request No. 77:** All documents concerning making SASP available on the
14 Jadoo Box or Jadoo Service at any time.

15 **Response to Request No. 77:** Jadoo Defendants incorporate by reference
16 each of the General Objections set forth above. Jadoo Defendants object to the
17 request on the grounds that it seeks documents beyond the scope of permissible
18 discovery, not relevant to any party's claims or defenses, and not proportional to the
19 needs of the case. In addition, Jadoo Defendants object to the request as duplicative,
20 unduly burdensome, expensive, and oppressive on the ground that it seeks documents
21 currently in DISH's possession, custody or control, or that are obtainable from some
22 other source that is more convenient, less burdensome or less expensive than Jadoo
23 Defendants. Jadoo Defendants further object to the request as overbroad and unduly
24 burdensome to the extent that it seeks "[a]ll documents concerning making SASP
25 available on the Jadoo Box or Jadoo Service" without any limit as to time period.
26 Jadoo Defendants further object to the request as duplicative of Request Nos. 18, 20,
27 and 76 above. Jadoo Defendants further object to the request to the extent it seeks
28 documents protected from disclosure by the attorney-client privilege, the attorney

1 work product doctrine, the accountant-client privilege, common-interest privilege, or
2 similar privileges or protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants will
4 produce non-privileged documents concerning making SASP available on the
5 Jadoo4, Jadoo5, and Jadoo5S set top boxes that are discovered after a reasonable
6 search and diligent inquiry and that are within the permissible scope of discovery, to
7 the extent any exist within their possession, custody or control, once a valid
8 protective order has been entered by the Court.

9 **JadooTV's Meet and Confer Agreements for Request No. 77:**

10 JadooTV agreed to produce all documents responsive to this request.
11 (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

12 **Request No. 78:** All documents concerning the design, structure, or operation
13 of SASP at any time.

14 **Response to Request No. 78:** Jadoo Defendants incorporate by reference
15 each of the General Objections set forth above. Jadoo Defendants object to the
16 request on the grounds that it seeks documents beyond the scope of permissible
17 discovery, not relevant to any party's claims or defenses, and not proportional to the
18 needs of the case. In addition, Jadoo Defendants object to the request as duplicative,
19 unduly burdensome, expensive, and oppressive on the ground that it seeks documents
20 currently in DISH's possession, custody or control, or that are obtainable from some
21 other source that is more convenient, less burdensome or less expensive than Jadoo
22 Defendants. Jadoo Defendants further object to the request as overbroad and unduly
23 burdensome to the extent that it seeks "[a]ll documents concerning the design,
24 structure, or operation of SASP" without any limit as to time period. Jadoo
25 Defendants further object to the request as duplicative of Request Nos. 75 and 76
26 above. Jadoo Defendants further object to the request to the extent it seeks
27 documents protected from disclosure by the attorney-client privilege, the attorney
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1 work product doctrine, the accountant-client privilege, common-interest privilege, or
2 similar privileges or protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants will
4 produce non-privileged documents concerning the design, structure, or operation of
5 SASP that are discovered after a reasonable search and diligent inquiry and that are
6 within the permissible scope of discovery, to the extent any exist within their
7 possession, custody or control, once a valid protective order has been entered by the
8 Court.

9 **JadooTV's Meet and Confer Agreements for Request No. 78:**

10 JadooTV agreed to produce all documents responsive to this request.
11 (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

12 **Request No. 79:** All documents providing information or instructions about
13 adding SASP or Protected Channel VOD to the Jadoo Service or Jadoo Box at any
14 time.

15 **Response to Request No. 79:** Jadoo Defendants incorporate by reference
16 each of the General Objections set forth above. Jadoo Defendants object to the
17 request on the grounds that it seeks documents beyond the scope of permissible
18 discovery, not relevant to any party's claims or defenses, and not proportional to the
19 needs of the case. In addition, Jadoo Defendants object to the request as duplicative,
20 unduly burdensome, expensive, and oppressive on the ground that it seeks documents
21 currently in DISH's possession, custody or control, or that are obtainable from some
22 other source that is more convenient, less burdensome or less expensive than Jadoo
23 Defendants. Jadoo Defendants further object to the request as overbroad and unduly
24 burdensome to the extent that it seeks "[a]ll documents providing information or
25 instructions about adding SASP or Protected Channel VOD to the Jadoo Service or
26 Jadoo Box" without any limit as to time period. Jadoo Defendants further object to
27 the request as duplicative of Request Nos. 76-78 above. Jadoo Defendants further
28 object to the request to the extent it seeks documents protected from disclosure by

1 the attorney-client privilege, the attorney work product doctrine, the accountant-
2 client privilege, common-interest privilege, or similar privileges or protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants will
4 produce non-privileged documents providing instructions about adding SASP or
5 Protected Channel VOD to Jadoo4, Jadoo5, and Jadoo5S set top boxes that are
6 discovered after a reasonable search and diligent inquiry and that are within the
7 permissible scope of discovery, to the extent any exist within their possession,
8 custody or control, once a valid protective order has been entered by the Court.

9 **JadooTV's Meet and Confer Agreements for Request No. 79:**

10 JadooTV agreed to produce all documents responsive to this request
11 concerning SASP. (Ferguson Decl. ¶ 15; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

12 **Request No. 80:** All documents concerning the provision of information or
13 instructions to customers, potential customers, and resellers about how to add
14 channels to the Jadoo Service or Jadoo Box.

15 **Response to Request No. 80:**

16 Jadoo Defendants incorporate by reference each of the General Objections set
17 forth above. Jadoo Defendants object to the request on the grounds that it seeks
18 documents beyond the scope of permissible discovery, not relevant to any party's
19 claims or defenses, and not proportional to the needs of the case. For example, the
20 request purports to seek information relating to the addition of any channel to the
21 Jadoo Service or Jadoo Box, regardless of any relevance to the present litigation. In
22 addition, Jadoo Defendants object to the request as duplicative, unduly burdensome,
23 expensive, and oppressive on the ground that it seeks documents currently in DISH's
24 possession, custody or control, or that are obtainable from some other source that is
25 more convenient, less burdensome or less expensive than Jadoo Defendants. Jadoo
26 Defendants further object to the request to the extent it seeks documents protected
27 from disclosure by the attorney client privilege, the attorney work product doctrine,
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1 the accountant-client privilege, common-interest privilege, or similar privileges or
2 protections.

3 Subject to and without waiving any of their objections, Jadoo Defendants
4 respond as follows: Jadoo Defendants will meet and confer with DISH to address
5 how this Request may be limited and/or clarified to (i) seek documents that are
6 relevant to the claims or defenses in this litigation and proportional to the needs of
7 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

8 **JadooTV's Meet and Confer Agreements for Request No. 80:**

9 JadooTV agreed to produce all documents responsive to this request
10 concerning SASP, Protected Channels, and Protected Channel VOD. (Ferguson
11 Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

12 **Request No. 81:** All Jadoo customer service chat logs, recordings, and call
13 notes concerning eMedia, Protected Channel VOD, SASP, or the Protected Channels.

14 **Response to Request No. 81:** Jadoo Defendants incorporate by reference
15 each of the General Objections set forth above. Jadoo Defendants object to the
16 request on the grounds that it seeks documents beyond the scope of permissible
17 discovery, not relevant to any party's claims or defenses, and not proportional to the
18 needs of the case. For example, the request purports to seek information regarding
19 contact between JadooTV and its customers regarding eMedia, regardless of any
20 relevance to the present litigation. Jadoo Defendants further object to the request to
21 the extent it seeks documents protected from disclosure by the attorney-client
22 privilege, the attorney work product doctrine, the accountant-client privilege,
23 common-interest privilege, or similar privileges or protections.

24 Subject to and without waiving any of their objections, Jadoo Defendants will
25 produce non-privileged documents sufficient to describe customer service logs or
26 communications concerning Protected Channels, Protected Channel VOD, or SASP
27 that are discovered after a reasonable search and diligent inquiry and that are within
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1 the permissible scope of discovery, to the extent any exist within their possession,
2 custody or control, once a valid protective order has been entered by the Court.

3 **JadooTV's Meet and Confer Agreements for Request No. 81:**

4 JadooTV also agreed to produce all documents responsive to this request
5 concerning SASP, Protected Channels, and Protected Channel VOD. (Ferguson
6 Decl. ¶¶ 8, 15; Ex. 7 at 11; Ex. 13 at 4:1-9; Ex. 14 at 3:1-4.)

7 **Request No. 83:** All documents concerning the design, structure, or operation
8 of the VOD feature of the Jadoo Service.

9 **Response to Request No. 83:**

10 Jadoo Defendants incorporate by reference each of the General Objections set
11 forth above. Jadoo Defendants object to the request on the grounds that it seeks
12 documents beyond the scope of permissible discovery, not relevant to any party's
13 claims or defenses, and not proportional to the needs of the case. For example, the
14 request seeks all documents concerning the VOD feature, regardless of any relevance
15 to the present litigation. Jadoo Defendants further object to the request to the extent
16 it seeks confidential business information, trade secrets, or competitively or
17 technically sensitive information. Jadoo Defendants further object to the request to
18 the extent it seeks documents protected from disclosure by the attorney-client
19 privilege, the attorney work product doctrine, the accountant-client privilege,
20 common-interest privilege, or similar privileges or protections.

21 Subject to and without waiving any of their objections, Jadoo Defendants
22 respond as follows: Jadoo Defendants will meet and confer with DISH to address
23 how this Request may be limited and/or clarified to (i) seek documents that are
24 relevant to the claims or defenses in this litigation and proportional to the needs of
25 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

26 **JadooTV's Meet and Confer Agreements for Request No. 83:**

27 JadooTV agreed to produce documents responsive to this request concerning
28 JadooTV's curation of content on VOD. (Ferguson Decl. ¶ 8; Ex. 7 at 13.)

1 **Request No. 85:** All documents concerning the supplier or source of Protected
2 Channel VOD on the Jadoo Service.

3 **Response to Request No. 85:** Jadoo Defendants incorporate by reference
4 each of the General Objections set forth above. Jadoo Defendants object to the
5 request on the grounds that it seeks documents beyond the scope of permissible
6 discovery, not relevant to any party's claims or defenses, and not proportional to the
7 needs of the case. In addition, Jadoo Defendants object to the request as duplicative,
8 unduly burdensome, expensive, and oppressive on the ground that it seeks documents
9 currently in DISH's possession, custody or control, or that are obtainable from some
10 other source that is more convenient, less burdensome or less expensive than Jadoo
11 Defendants. Jadoo defendants further object to the term "supplier or source" as vague
12 and ambiguous as used in the request. Jadoo Defendants further object to the request
13 to the extent it seeks documents protected from disclosure by the attorney-client
14 privilege, the attorney work product doctrine, the accountant-client privilege,
15 common-interest privilege, or similar privileges or protections.

16 Subject to and without waiving any of their objections, Jadoo Defendants will
17 produce non-privileged documents concerning the source of Protected Channel VOD
18 on the Jadoo4, Jadoo5, and Jadoo5S set top boxes that are discovered after a
19 reasonable search and diligent inquiry and that are within the permissible scope of
20 discovery, to the extent any exist within their possession, custody or control, once a
21 valid protective order has been entered by the Court.

22 **JadooTV's Meet and Confer Agreements for Request No. 85:**

23 JadooTV agreed to produce all documents responsive to this request.
24 (Ferguson Decl. ¶ 15; Ex. 13 at 4:9-13.)

25 **Request No. 86:** All documents concerning communications between
26 JadooTV and any person about indemnification related to, or payment of attorneys'
27 fees related to, the claims in DISH's complaint.

1 **Response to Request No. 86:**

2 Jadoo Defendants incorporate by reference each of the General Objections set
3 forth above. Jadoo Defendants object to the request on the grounds that it seeks
4 documents beyond the scope of permissible discovery, not relevant to any party's
5 claims or defenses, and not proportional to the needs of the case. For example,
6 communications between Jadoo Defendants' counsel and Jadoo Defendants
7 regarding payment of attorneys' fees is irrelevant (in addition to being privileged).
8 Jadoo Defendants further object to the request to the extent it seeks confidential
9 business information, trade secrets, or competitively or technically sensitive
10 information. Jadoo Defendants further object to the term "the claims in DISH's
11 complaint" as vague and ambiguous. Jadoo Defendants further object to the request
12 to the extent it seeks documents protected from disclosure by the attorney-client
13 privilege, the attorney work product doctrine, the accountant client privilege,
14 common-interest privilege, or similar privileges or protections.

15 Subject to and without waiving any of their objections, Jadoo Defendants
16 respond as follows: Jadoo Defendants will meet and confer with DISH to address
17 how this Request may be limited and/or clarified to (i) seek documents that are
18 relevant to the claims or defenses in this litigation and proportional to the needs of
19 this case; and (ii) avoid placing an undue burden on Jadoo Defendants.

20 **JadooTV's Meet and Confer Agreements for Request No. 86:**

21 JadooTV agreed to produce all documents responsive to this request.
22 (Ferguson Decl. ¶ 9.)

23 **Requests Regarding JadooTV's Affirmative Defenses (Request Nos. 89-103):**

24 **Request No. 89:** All documents that support your First Affirmative Defense
25 that "Jadoo Defendants have not engaged in any acts that would constitute direct,
26 indirect, or vicarious infringement of any valid claim of copyright, willfully, or
27 otherwise."

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1 **Request No. 90:** All documents that support your Second Affirmative
2 Defense that “[t]he Complaint fails to state a cause of action against Jadoo
3 Defendants on which relief may be granted.”

4 **Request No. 91:** All documents that support your Third Affirmative Defense
5 that “Plaintiff’s claims are barred, in whole or in part, by the applicable statutes of
6 limitations.”

7 **Request No. 92:** All documents that support your Fourth Affirmative Defense
8 that “Plaintiff’s claims are barred, in whole or in part, by the doctrines of waiver,
9 laches, and/or estoppel.”

10 **Request No. 93:** All documents that support your Fifth Affirmative Defense
11 that “Plaintiff’s claims are barred by the doctrine of unclean hands.”

12 **Request No. 94:** All documents that support your Sixth Affirmative Defense
13 that “Plaintiff’s claims are barred, in whole or in part, because Plaintiff lacks injury
14 in fact and lacks standing under Article III of the U.S. Constitution.”

15 **Request No. 95:** All documents that support your Seventh Affirmative
16 Defense that “[a]ny losses or damages allegedly caused by Jadoo Defendants and
17 sustained by Plaintiff are *de minimis*, remote, speculative, or transient and not
18 cognizable at law.”

19 **Request No. 96:** All documents that support your Eighth Affirmative Defense
20 that “Plaintiff’s claims are barred, in whole or in part, because Plaintiff has failed to
21 mitigate any of its alleged damages.”

22 **Request No. 97:** All documents that support your Ninth Affirmative Defense
23 that “Plaintiff’s claims are barred, in whole or in part, because at least certain of the
24 allegedly copyrighted material allegedly accessed is not owned by or registered to
25 Plaintiff.”

26 **Request No. 98:** All documents that support your Tenth Affirmative Defense
27 that “Plaintiff’s claims are barred, in whole or in part, because the alleged
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1 copyrighted works fail to comprise copyrightable subject matter, in whole or in part,
2 whether through the doctrine of merger or otherwise.”

3 **Request No. 99:** All documents that support your Eleventh Affirmative
4 Defense that “Plaintiff’s claims are barred, in whole or in part, because the copyright
5 registrations are fraudulent, improper, or invalid.”

6 **Request No. 100:** All documents that support your Twelfth Affirmative
7 Defense that “Plaintiff’s claims are barred, in whole or in part, because Jadoo
8 Defendants licensed, explicitly or implicitly, the alleged copyrighted works.”

9 **Request No. 101:** All documents that support your Thirteenth Affirmative
10 Defense that “Plaintiff’s claims are barred, in whole or in part, because the activities
11 of Jadoo Defendants are a fair use of the alleged copyrighted works under Section
12 107 of the Copyright Act.”

13 **Request No. 102:** All documents that support your Fourteenth Affirmative
14 Defense that “Plaintiff’s claims are barred, in whole or in part, on the grounds that
15 Plaintiff misused its copyright in violation of antitrust law and public policy.”

16 **Request No. 103:** All documents that support your Fifteenth Affirmative
17 Defense that “[t]o the extent that Plaintiff’s claims of copyright infringement are
18 directed to acts occurring wholly outside the United States, those claims for relief are
19 barred, in whole or in part, by the doctrine of territoriality.”

20 **Response to Request Nos. 89-103:** Jadoo Defendants incorporate by
21 reference each of the General Objections set forth above. Jadoo Defendants object
22 to the request on the grounds that it seeks documents beyond the scope of permissible
23 discovery, not relevant to any party’s claims or defenses, and not proportional to the
24 needs of the case. Jadoo Defendants further object to the request to the extent it seeks
25 documents protected from disclosure by the attorney-client privilege, the attorney
26 work product doctrine, the accountant-client privilege, common-interest privilege, or
27 similar privileges or protections.

1 Subject to and without waiving any of their objections, Jadoo Defendants will
2 produce non-privileged documents responsive to this request that are discovered after
3 a reasonable search and diligent inquiry and that are within the permissible scope of
4 discovery, to the extent any exist within their possession, custody or control, once a
5 valid protective order has been entered by the Court.

6 **Request No. 105:** All version of the software or “patch” designed or
7 developed by JadooTV to block access to Protected Channels in SASP or eMedia
8 VOD.

9 **Response to Request No. 105:** Jadoo Defendants incorporate by reference
10 each of the General Objections set forth above. Jadoo Defendants object to the
11 request on the grounds that it seeks documents beyond the scope of permissible
12 discovery, not relevant to any party’s claims or defenses, and not proportional to the
13 needs of the case. For example, the request purports to seek production of all versions
14 of the software or “patch” designed or developed by JadooTV, despite the fact that
15 only the final version of the software or “patch” is even arguably relevant. Jadoo
16 Defendants further object to the phrase “Protected Channels in SASP or eMedia
17 VOD” as unclear, vague, and ambiguous. Jadoo Defendants further object to the
18 request to the extent it seeks documents protected from disclosure by the attorney-
19 client privilege, the attorney work product doctrine, the accountant-client privilege,
20 common-interest privilege, or similar privileges or protections.

21 Subject to and without waiving any of their objections, Jadoo Defendants will
22 produce a non-privileged, final version of the software or “patch” designed or
23 developed by JadooTV to block access to content added by third parties to the general
24 purpose eMedia external media player once a source code addendum to the Protective
25 Order has been entered by the Court.

26 **JadooTV’s Meet and Confer Agreements for Request No. 105:**

27 JadooTV also agreed to produce all responsive documents from the 8
28 custodians. (Ferguson Decl. ¶ 15; Ex. 13 at 3:10-14; Ex. 14 at 2:13-17.)

1 **Request No. 111:** Documents sufficient to identify all current and former
2 addresses and phone numbers of Haseeb Shah.

3 **Response to Request No. 111:** Jadoo Defendants incorporate by reference
4 each of the General Objections set forth above. Jadoo Defendants object to the
5 request on the grounds that it seeks documents beyond the scope of permissible
6 discovery, not relevant to any party's claims or defenses, and not proportional to the
7 needs of the case. For example, the request purports to seek information about every
8 past address and phone number Mr. Shah has ever used, regardless of any relevance
9 to the present litigation. Jadoo Defendants further object to the request to the extent
10 it seeks documents protected from disclosure by the attorney-client privilege, the
11 attorney work product doctrine, the accountant-client privilege, common-interest
12 privilege, or similar privileges or protections.

13 Subject to and without waiving any of their objections, Jadoo Defendants will
14 produce non-privileged documents sufficient to identify the current address and
15 phone number of Haseeb Shah.

16 **Request No. 112:** Documents sufficient to identify all email addresses of
17 Haseeb Shah.

18 **Response to Request No. 112:** Jadoo Defendants incorporate by reference
19 each of the General Objections set forth above. Jadoo Defendants object to the
20 request on the grounds that it seeks documents beyond the scope of permissible
21 discovery, not relevant to any party's claims or defenses, and not proportional to the
22 needs of the case. For example, the request purports to seek information about every
23 email address Mr. Shah has ever used, regardless of any relevance to the present
24 litigation. Jadoo Defendants further object to the request to the extent it seeks
25 documents protected from disclosure by the attorney-client privilege, the attorney
26 work product doctrine, the accountant client privilege, common-interest privilege, or
27 similar privileges or protections.

1 Subject to and without waiving any of their objections, Jadoo Defendants will
2 produce non-privileged documents sufficient to identify each email address that
3 Haseeb Shah has used to conduct business pertaining to distribution of Jadoo4,
4 Jadoo5, and Jadoo5S set top boxes in the United States that are discovered after a
5 reasonable search and diligent inquiry and that are within the permissible scope of
6 discovery, to the extent any exist within their possession, custody or control.

7 **1. DISH's Position**

8 JadooTV agreed to produce documents in response to Requests 1-3, 6-7, 14-
9 21, 23-28, 32, 34-41, 44-46, 48, 50-53, 55, 57-65, 68-70, 72, 74-81, 83, 85-86, 89-
10 103, 105, and 111-112, as set forth above. The Court authorized DISH to proceed
11 with a motion to compel including any Requests. (Ferguson Decl. ¶¶ 12, 17; Ex. 11,
12 Dkt. 69 at 1; Ex. 17.) JadooTV should be ordered comply with its agreements
13 concerning these Requests and produce all such documents from Defendant Shah's
14 JadooTV email account, the 34 other custodians with JadooTV email accounts, and
15 the three custodians in which JadooTV produced some documents. (*Id.* ¶ 16; Ex. 16
16 at 1-2.) DISH also requests that the Court order JadooTV to provide supplemental
17 written responses to these Requests stating whether JadooTV has produced all
18 documents, any limitations to JadooTV's production, or that there are no responsive
19 documents in JadooTV's possession, custody, or control.

20 **2. JadooTV's Position**

21 DISH's motion to compel should be denied without prejudice for the reasons
22 set forth above in JadooTV's introductory section. As explained in the introductory
23 section, JadooTV has already produced more than 3,000 documents for the
24 categories agreed-upon by JadooTV and DISH's counsel. Moreover, as stated in the
25 Motion to Compel, this motion to compel is premature since the stay in this case
26 was lifted less than two weeks ago, and the parties should be allowed to conduct
27 discovery proceedings before burdening the Court with a motion to compel.
28 Moreover, this motion to compel should not be filed until the Court decides

1 whether it will transfer this case to the Northern District of California where venue
2 is more appropriate.

3 Moreover, JadooTV disagrees with DISH's characterizations of JadooTV's
4 alleged agreements during the meet and confer process. JadooTV's current counsel
5 was not part of the original meet and confer process described in Mr. Ferguson's
6 declaration and cannot speak to what JadooTV's former counsel agreed to produce
7 before the Bankruptcy Matter.

8 **C. JadooTV Should Pay DISH's Attorneys' Fees and Costs**

9 **1. DISH's Position**

10 Attorney's fees and costs must be awarded where, in cases such as this, a
11 responding party fails to provide relevant discovery without substantial justification.
12 *See Fed. R. Civ. P. 37(a)(5)(A); see also Keithley v. Home Store.com, Inc.*, No. C-
13 03-04447 SI (EDL), 2008 WL 3833384, at *18 (N.D. Cal. Aug. 12, 2008) ("An award
14 of expenses incurred in making a successful motion to compel is mandatory absent
15 substantial justification for the opposing party's nondisclosure or objections, or
16 where an award of expenses would be unjust.") (emphasis added); *aPriori Techs., Inc. v. Broguard*, No. CV 16-9561-JAK (KS), 2017 WL 6876191, at *4 (C.D. Cal.
17 Oct. 31, 2017) (Stevenson, J.) ("pursuant to Federal Rule of Civil Procedure 37, when
18 a motion to compel is granted, the Court must after giving an opportunity to be heard,
19 'require the party or deponent whose conduct necessitated the motion ... to pay the
20 movant's reasonable expenses incurred in making the motion, including attorney's
21 fees.'") quoting Fed. R. Civ. P. 37(a)(5)(A).

22 There can be no justification for JadooTV's: (1) reliance on boilerplate
23 objections; (2) failure to gather and produce documents from Defendant Shah's
24 JadooTV email account or the other 34 custodians with JadooTV email accounts,
25 which JadooTV failed to produce any documents; and (3) failure to supplement its
26 written responses. (*See* Dkt. 96 at 9-10 (Finding that "in the months prior to
27 JadooTV's bankruptcy, Sohail had no principled basis to refuse to comply with

1 Plaintiff's [same] discovery requests seeking information relevant and proportionate
2 to Plaintiff's claims against Sohail in his individual capacity.”). The Court should
3 award DISH its fees and costs to compensate it for the unnecessary expenses incurred
4 to secure relevant discovery. Moreover, such an award will likely deter JadooTV
5 from continuing to abuse the discovery process.

6 JadooTV's conduct has frustrated the discovery process and unnecessarily
7 increased the costs of this litigation. Because JadooTV's withholding of documents
8 and failure to supplement it's written responses has not been justified in any respect,
9 DISH requests that the Court award DISH its attorneys' fees and costs relating to this
10 Motion, that are proven up within fourteen days of the Court's Order. *See* Fed. R.
11 Civ. P. 37(a)(5)(A); *see also, Keithley v. Home Store.com, Inc.*, No. C-03-04447 SI
12 (EDL), 2008 WL 3833384, at *18 (N.D. Cal. Aug. 12, 2008).

13 **2. JadooTV's Position**

14 The Court should deny DISH's request for attorneys' fees. Despite the
15 Bankruptcy Stay, JadooTV has produced more than 3,000 documents under Judge
16 Lafferty's guidance. DISH's motion to compel is not only premature but unfounded
17 since JadooTV has produced the documents agreed-upon by the parties during the
18 stay. In any event, the stay was only recently lifted, and JadooTV has and will
19 continue to cooperate fully with DISH to produce any additional relevant
20 documents in this case.

21 **III. CONCLUSION**

22 **A. DISH'S Conclusion**

23 DISH's Requests 71 and 73 seek all documents concerning the use, design,
24 structure, and operation of eMedia from January 2014 to present. JadooTV relied on
25 boilerplate objections to improperly limit its production to only 12 eMedia
26 documents from three custodians. JadooTV's meager production on this critical
27 issue shows that JadooTV's overbroad, unduly burdensome, and disproportionate to
28 the needs of the litigation objections were unfounded, and all documents concerning

1 the use, design, structure, and operation of eMedia from January 2014 to present
2 should now be produced.

3 JadooTV also failed to gather or produce the documents that it agreed to
4 produce in response to Requests 1-3, 6-7, 14-21, 23-28, 32, 34-41, 44-46, 48, 50-53,
5 55, 57-65, 68-70, 72, 74-81, 83, 85-86, 89-103, 105, and 111-112, or failed to
6 supplement its written responses to the Requests.

7 DISH requests that the Court order JadooTV to gather and produce all such
8 non-privileged documents responsive to Requests 1-3, 6-7, 14-21, 23-28, 32, 34-41,
9 44-46, 48, 50-53, 55, 57-65, 68-70, 71-81, 83, 85-86, 89-103, 105, and 111-112
10 within seven days of the Court's Order. DISH also requests that the Court order
11 JadooTV to produce all such responsive documents from Defendant Shah's JadooTV
12 email account, the 34 other custodians with JadooTV email accounts, and the three
13 custodians in which JadooTV produced some documents. DISH also requests that
14 the Court order JadooTV to provide supplemental written responses to these Requests
15 stating whether JadooTV has produced all documents, any limitations to JadooTV's
16 production, or that there are no responsive documents in JadooTV's possession,
17 custody, or control. DISH further requests that the Court order JadooTV to pay
18 DISH's attorneys' fees and costs related to this Motion.

19 **B. JadooTV's Conclusion**

20 For the reasons set forth above, DISH's motion to compel should be denied
21 without prejudice, and DISH's request for attorneys' fees should be denied.
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1 Dated: January 25, 2020

Respectfully submitted,

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ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that the other signatory listed concurs in this filing's content and has authorized the filing.

Dated January 25, 2020

HAGAN NOLL & BOYLE LLC

By: Stephen M. Ferguson
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